

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

Case 18-CA-190846

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by OPEIU, Local 153, Office & Professional Employees International Union, AFL-CIO (Charging Party) against Alorica Corporate, whose correct name is Alorica, Inc., and its Subsidiary/Affiliate Expert Global Solutions, Inc. (Respondent). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on January 5, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

(b) The first amended charge in this proceeding was filed by the Charging Party on January 31, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

(c) The second amended charge in this proceeding was filed by the Charging Party on April 13, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Cedar Rapids, Iowa, Respondent's facility, and has been engaged in the operation of outsourced call centers.

(b) In conducting its operations during the past 12 months, Respondent performed services valued in excess of \$50,000 in states other than the State of Iowa.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Terri Jones	-	Team Lead
Esmeralda Samardzic	-	Operations Manager
Teresa Arnold	-	Human Resources Business Partner
Damita Armstead	-	Human Resource Manager
Joseph Mesa	-	Human Resources Director

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules ...The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit

only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

(b) Since about July 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

(c) About September 12, 2016, Respondent, by Joseph Mesa, in a phone conversation, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

5. (a) About September 12, 2016, Respondent discharged its employee Clarise Washington.

(b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Clarise Washington refused to sign the Agreement referenced in paragraph 4(a).

6. By the conduct described above in paragraphs 4(a), 4(b), 4(c), 5(a), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatee for reasonable consequential damages incurred by her as a result of the Respondent's unlawful

conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before May 3, 2017, or postmarked on or before May 2, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within

three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at a time and place to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: April 19, 2017

/s/ Jennifer A. Hadsall

JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Attachments



**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

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Harry J. Secaras
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May 3, 2017

Via FedEx

Jennifer A. Hadsall
Regional Director
NLRB, Region 18
Federal Office Building
212 Third Avenue
Suite 200
Minneapolis, Minnesota 55401-2657

RE: **Case No. 18-CA-190846**

Dear Ms. Hadsall:

Enclosed are an original and four copies of Respondents' Answer to Complaint in the above-referenced matter. This Answer also was filed today using the NLRB e-filing system

Sincerely,

Harry J. Secaras

HJS:jz

cc: Seth Goldstein

29704079.1

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

ALORICA, INC., AND ITS SUBSIDIARY/
AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Cases 18-CA-190846

OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

ANSWER TO COMPLAINT

Pursuant to Section 102.15 of the National Labor Relations Board's Rules and Regulations, Respondent ALORICA, INC. and ITS SUBSIDIARY/AFFILIATE EXPERT GLOBAL SOLUTIONS, INC. ("Respondent"), by its attorneys of record Ogletree, Deakins, Nash, Smoak & Stewart, P.C., for its Answer to Complaint, state as follows:

1. (a) The charge in this proceeding was filed by the Charging Party on January 5, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

ANSWER: Respondent admits only that they received a copy of Charge No. 18-CA-190846 dated January 5, 2017. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(a) of the Complaint and therefore denies them.

- (b) The first amended charge in this proceeding was filed by the Charging Party on January 31, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

ANSWER: Respondent admits only that it received a first amended charge in Case No. 18-CA-190846 dated January 31, 2017. Respondent is without knowledge or information to

form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(b) of the Complaint and therefore denies them.

(c) The second amended charge in this proceeding was filed by the Charging Party on April 13, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

ANSWER: Respondent admits only that it received a second amended charge in Ccase No. 18-CA-190846 dated April 13, 2017. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(c) of the Complaint and therefore denies them.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Cedar Rapids, Iowa, Respondent's facility, and has been engaged in the operation of outsourced call centers.

ANSWER: Respondent admits the allegations contained in Paragraph 2(a) of the Complaint.

- (b) In conducting its operations during the past 12 months, Respondent performed services valued in excess of \$50,000 in states other than the State of Iowa.

ANSWER: Respondent admits the allegations contained in Paragraph 2(b) of the Complaint.

- (c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

ANSWER: Respondent admits the allegations contained in Paragraph 2(c) of the Complaint.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Terri Jones	-	Team Lead
Esmeralda Samardzic	-	Operations Manager

Teresa Arnold	-	Human Resources Business Partner
Damita Armstead	-	Human Resources Manager
Joseph Mesa	-	Human Resources Director

ANSWER: Respondent admits the allegations contained in Paragraph 3 of the Complaint.

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules ... The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

ANSWER: Respondent admits the allegations contained in Paragraph 4(a) of the Complaint.

- (b) Since about July 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

ANSWER: Respondent admits the allegations contained in Paragraph 4(b) of the Complaint.

- (c) About September 12, 2016, Respondent, by Joseph Mesa, in a phone conversation, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: Respondent denies the allegation contained in Paragraph 4(c) of the Complaint.

- 5. (a) About September 12, 2016, Respondent discharged its employee Clarise Washington.

ANSWER: Respondent admits the allegations contained in Paragraph 5(a) of the Complaint.

- (b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Clarise Washington refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: Respondent admits the allegations contained in Paragraph 5(b) of the Complaint.

- 6. By the conduct described above in paragraph 4(a), 4(b), 4(c), 5(a), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 6 of the Complaint.

- 7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 7 of the Complaint.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatee for reasonable consequential damages incurred by her as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER: Respondent admits that the General Counsel is seeking an Order requiring Respondent to reimburse the alleged discriminatee for reasonable consequential damages incurred by her and all other relief as may be just and proper to remedy the alleged unfair labor practices, but denies that the General Counsel is entitled to any such remedy.

AFFIRMATIVE DEFENSES

1. Respondent will rely upon any and all proper defenses, affirmative or otherwise, lawfully available that may be disclosed by evidence and reserves the right to amend this Answer to state such other affirmative and additional defenses or otherwise supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

2. The Complaint is barred, in whole or in part, because it fails to state a claim upon which relief can be granted.

3. Respondent denies that they have engaged in or are engaging in any unfair labor practices as alleged in the Complaint.

4. To the extent any allegations contained in the Complaint were not made and expressly included in an unfair labor practice charge filed within six (6) months of the alleged occurrence, the allegations are time-barred by the applicable statute of limitations contained in Section 10(b) of the National Labor Relations Act ("NLRA"), 29 U.S.C. § 160(b).

5. Respondent's actions constitute legally permissible activity within the meaning of the NLRA and other federal law, including the Federal Arbitration Act ("FAA").

6. Some or all of the claims brought against Respondent fail because Respondents' Arbitration Agreement ("Agreement") does not prohibit employees from filing unfair labor practice charges with the Board and no reasonable employee could misinterpret the Agreement as prohibiting the filing of an unfair labor practice charge with the Board

7. Some or all of the claims brought against Respondent fail because class and collective action procedures are procedural mechanisms that are fully waivable, not substantive rights under the NLRA or any other applicable law.

8. Some or all of the claims brought against Respondent fail because Respondent's maintenance and enforcement of the Agreement as alleged in the Complaint is lawful under applicable laws including the NLRA and the FAA.

9. Some or all of the claims brought against Respondent fail because a prohibition against class or collective action waivers in employment arbitration agreements violates the FAA.

10. Some or all of the claims brought against Respondent fail because the NLRA does not contain a congressional command to override the FAA.

11. Some or all of the claims brought against Respondent fail because the Board's interpretation of the NLRA as prohibiting class or collective action waivers in employment arbitration agreements is not rational and consistent with the NLRA and because the Board is not authorized to construe federal statutes other than the NLRA.

12. The alleged discriminatee is not entitled to any recovery of reasonable consequential damages under the NLRA.

13. The alleged discriminatee was terminated lawfully by Respondent for failing to fulfill and abide by a reasonable and lawful condition of employment.

14. Respondent denies each and every allegation of the Complaint that is not specifically admitted, denied, modified, or otherwise controverted herein.

WHEREFORE, Respondent, having fully answered the allegations in the Complaint, respectfully requests that the Complaint be dismissed in its entirety.

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

By: /s/ Harry J. Secaras
One Of Its Attorneys

Harry J. Secaras
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
155 North Wacker Drive, Suite 4300
Chicago, IL 60606
P: 312-558-1254
harry.secaras@ogletreedeakins.com

Dated: May 3, 2017

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on this 3rd day of May, 2017, the foregoing ANSWER TO COMPLAINT was filed electronically using the electronic filing option available at www.nlr.gov and an original and four copies were delivered to the Office of Region 18 at 212 Third Avenue South, Suite 200, Minneapolis, Minnesota 55401-2657 by Federal Express. A true and accurate copy of the ANSWER TO COMPLAINT also was served on the Charging Party by email and U.S. Mail addressed as follows:

Seth Goldstein, Esq.
Local 153, Office & Professional
Employees International Union, AFL-CIO
217 Hadleigh Dr.
Cherry Hill, NJ 08003-1936
Sgold352002@icloud.com

/s/ Harry J. Secaras

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25
SUBREGION 33

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Cases 25-CA-185622
25-CA-185626

SETH GOLDSTEIN AND OFFICE PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, LOCAL
153

ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 25-CA-185622 and Case 25-CA-185626, which are based upon charges filed by Seth Goldstein and Office Professional Employees International Union, Local 153 (Charging Party), against Alorica, Inc. and its subsidiary/affiliate Expert Global Solutions, Inc. (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 25-CA-185622 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. mail on October 5, 2016.

(b) The first amended charge in Case 25-CA-185622 was filed by the Charging Party on November 4, 2016, and a copy was served on Respondent by U.S. mail on November 4, 2016.

(c) The charge in Case 25-CA-185626 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. mail on October 5, 2016.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Rockford, Illinois, herein called Respondent's facility, and has been engaged in the operation of outsourced call centers.

(b) In conducting its operations during the past 12 months, Respondent purchased and received at its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(c) In conducting its operations during the past 12 months, Respondent sold and shipped from its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly to points outside the State of Illinois.

(d) At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Destinee Macklin	-	Unit Manager
Will Clark	-	Unit Manager
Katie Aldrich	-	Human Resources Manager
Patricia Green	-	Employee Relations Manager
Verdall Pruitt	-	Human Resources Generalist

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules, ...The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

(b) Since about June 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

(c) About September 12, 2016, Respondent, by Katie Aldrich, at Respondent's facility, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

5. (a) About September 12, 2016, Respondent discharged its employee Jennifer Fultz.

(b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Jennifer Fultz refused to sign the Agreement referenced in paragraph 4(a).

6. By the conduct described above in paragraphs 4(a), 4 (b), 4(c), 5(a), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminate for reasonable consequential damages incurred by her as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before January 12, 2017, or postmarked on or before January 11, 2017.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

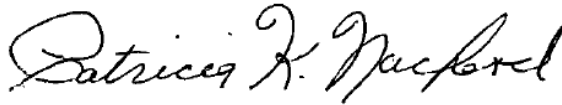
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon

(Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 12, 2017, at 9:00 am, at Thomas M. Harvey Hearing Room, 4th Floor, 101 SW Adams Street, Peoria, Illinois, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 29, 2016



PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25/SUBREGION 33
101 SW ADAMS ST, 4TH FLOOR
PEORIA, IL 61602

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25
SUBREGION 33**

ALORICA, INC., AND ITS SUBSIDIARY/
AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Cases 25-CA-185622
25-CA-185626

SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153

ANSWER TO COMPLAINT

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board's Rules and Regulations, Respondent ALORICA, INC. and ITS SUBSIDIARY/AFFILIATE EXPERT GLOBAL SOLUTIONS, INC. ("Respondent"), by its attorneys of record Ogletree, Deakins, Nash, Smoak & Stewart, P.C., for its Answer to Complaint, state as follows:

1. (a) The charge in Case 25-CA-185622 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. mail on October 5, 2016.

ANSWER: Respondent admits only that they received a copy of Charge No. 25-CA-185622 dated October 5, 2016. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(a) of the Complaint and therefore denies them.

- (b) The first amended charge in Case 25-CA-185622 was filed by the Charging Party on November 4, 2016, and a copy was swerved on Respondent by U.S. mail on November 4, 2016.

ANSWER: Respondent admits only that it received a first amended charge in Case No. 25-CA-185622 dated November 4, 2016. Respondent is without knowledge or information

to form a belief as to the truth or falsity of the remaining allegations contained in

Paragraph 1(b) of the Complaint and therefore denies them.

- (c) The charge in Case 25-CA-185626 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. Mail on October 5, 2016.

ANSWER: Respondent admits only that it received a copy of Charge No. 25-CA-185626

dated October 5, 2016. Respondent is without knowledge or information to form a belief as

to the truth or falsity of the remaining allegations contained in Paragraph 1(c) of the

Complaint and therefore denies them.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Rockford, Illinois, herein called Respondent's facility, and has been engaged in the operation of outsourced call centers.

ANSWER: Respondent admits the allegations contained in Paragraph 2(a) of the

Complaint.

- (b) In conducting its operations during the past 12 months, Respondent purchased and received at its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly from points outside the State of Illinois

ANSWER: Respondent admits the allegations contained in Paragraph 2(b) of the

Complaint.

- (c) In conducting its operations during the past 12 months, Respondent sold and shipped from its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly to points outside the State of Illinois.

ANSWER: Respondent admits the allegations contained in Paragraph 2(c) of the

Complaint.

- (d) At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER: Respondent admits the allegations contained in Paragraph 2(d) of the

Complaint.

3. At all material times, the following individual held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Destinee Macklin	-	Unit Manager
Will Clark	-	Unit Manager
Katie Aldrich	-	Human Resources Manager
Patricia Green	-	Employee Relations Manager
Verdall Pruitt	-	Human Resources Generalist

ANSWER: Respondent admits the allegations contained in Paragraph 3 of the Complaint.

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules, ... The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the

termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

ANSWER: **Respondent admits the allegations contained in Paragraph 4(a) of the Complaint.**

- (b) Since about June 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

ANSWER: **Respondent admits the allegations contained in Paragraph 4(b) of the Complaint.**

- (c) About September 12, 2016, Respondent, by Katie Aldrich, at Respondent's facility, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: **Respondent denies the allegation contained in Paragraph 4(c) of the Complaint.**

- 5. (a) About September 12, 2016, Respondent discharged its employee Jennifer Fultz.

ANSWER: **Respondent admits the allegations contained in Paragraph 5(a) of the Complaint.**

- (b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Jennifer Fultz refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: **Respondent admits the allegations contained in Paragraph 5(b) of the Complaint.**

- 6. By the conduct described above in paragraph 4(a), 4(b), 4(c), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 6 of the Complaint.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 7 of the Complaint.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatee [sic] for reasonable consequential damages incurred by her as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER: Respondent admits that the General Counsel is seeking an Order requiring Respondent to reimburse the alleged discriminatee for reasonable consequential damages incurred by her and all other relief as may be just and proper to remedy the alleged unfair labor practices, but denies that the General Counsel is entitled to any such remedy.

AFFIRMATIVE DEFENSES

1. Respondent will rely upon any and all proper defenses, affirmative or otherwise, lawfully available that may be disclosed by evidence and reserves the right to amend this Answer to state such other affirmative and additional defenses or otherwise supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

2. The Complaint is barred, in whole or in part, because it fails to state a claim upon which relief can be granted.

3. Respondent denies that they have engaged in or are engaging in any unfair labor practices as alleged in the Complaint.

4. To the extent any allegations contained in the Complaint were not made and expressly included in an unfair labor practice charge filed within six (6) months of the alleged

occurrence, the allegations are time-barred by the applicable statute of limitations contained in Section 10(b) of the National Labor Relations Act (“NLRA”), 29 U.S.C. § 160(b).

5. Respondent’s actions constitute legally permissible activity within the meaning of the NLRA and other federal law, including the Federal Arbitration Act (“FAA”).

6. Some or all of the claims brought against Respondent fail because Respondents’ Arbitration Agreement (“Agreement”) does not prohibit employees from filing unfair labor practice charges with the Board and no reasonable employee could misinterpret the Agreement as prohibiting the filing of an unfair labor practice charge with the Board

7. Some or all of the claims brought against Respondent fail because class and collective action procedures are procedural mechanisms that are fully waivable, not substantive rights under the NLRA or any other applicable law.

8. Some or all of the claims brought against Respondent fail because Respondent’s maintenance and enforcement of the Agreement as alleged in the Complaint is lawful under applicable laws including the NLRA and the FAA.

9. Some or all of the claims brought against Respondent fail because a prohibition against class or collective action waivers in employment arbitration agreements violates the FAA.

10. Some or all of the claims brought against Respondent fail because the NLRA does not contain a congressional command to override the FAA.

11. Some or all of the claims brought against Respondent fail because the Board’s interpretation of the NLRA as prohibiting class or collective action waivers in employment arbitration agreements is not rational and consistent with the NLRA and because the Board is not authorized to construe federal statutes other than the NLRA.

12. The alleged discriminatee is not entitled to any recovery of reasonable consequential damages under the NLRA.

13. The alleged discriminatee was terminated lawfully by Respondent for failing to fulfill and abide by a reasonable and lawful condition of employment.

14. Respondent denies each and every allegation of the Complaint that is not specifically admitted, denied, modified, or otherwise controverted herein.

WHEREFORE, Respondent, having fully answered the allegations in the Complaint, respectfully requests that the Complaint be dismissed in its entirety.

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

By: /s/ Harry J. Secaras
One Of Its Attorneys

Harry J. Secaras
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Chicago, IL 60606
P: 312-558-1254
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Dated: January 11, 2017

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on this 11th day of January, 2017, the foregoing ANSWER TO COMPLAINT was filed electronically using the electronic filing option available at www.nlr.gov and an original and four copies were delivered to the Office of Region 25/Sub-Region 25 at 101 SW Adams Street, 4th Floor, Peoria, Illinois 61602 by Federal Express. A true and accurate copy of the ANSWER TO COMPLAINT also was served on the Charging Party by email and U.S. Mail addressed as follows:

Seth Goldstein, Esq.
Local 153, Office & Professional
Employees International Union, AFL-CIO
265 West 14th Street, 6th Floor
New York, NY 10011-7103
Sgold352002@icloud.com

/s/ Harry J. Secaras

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

In the Matter of:

Case No.: 18-CA-190846

**ALORICA INC., AND ITS
SUBSIDIARY/AFFILIATE
EXPERT GLOBAL SOLUTIONS,
INC.**

And

**OPEIU, LOCAL 153, OFFICE
& PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO**

Case No.: 25-CA-185622

**ALORICA INC., AND ITS
SUBSIDIARY/ AFFILIATE
EXPERT GLOBAL SOLUTIONS,
INC.**

25-CA-185626

And

**SETH GOLDSTEIN AND
OFFICE PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 153**

**Place: Rockford, IL
Date: 07/13/17
Pages: 1-76
Volume: 1**

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18

ALORICA, INC., AND ITS)	
SUBSIDIARY/AFFILIATE)	
EXPERT GLOBAL SOLUTIONS,)	
INC.)	
)	
and)	Case 18-CA-190846
)	
OPEIU, LOCAL 153, OFFICE)	
& PROFESSIONAL EMPLOYEES)	
INTERNATIONAL UNION,)	
AFL-CIO)	
)	
ALORICA, INC., AND ITS)	
SUBSIDIARY/AFFILIATE)	
EXPERT GLOBAL SOLUTIONS,)	
INC.)	
)	
)	Case 25-CA-185622
and)	25-CA-185626
)	
SETH GOLDSTEIN AND)	
OFFICE PROFESSIONAL)	
EMPLOYEES INTERNATIONAL)	
UNION, LOCAL 153)	

The above-entitled matter came on for
hearing pursuant to notice before MELISSA
M. OLIVERO, Administrative Law Judge, at
425 East State Street, Conference Room B,
Rockford, Illinois, on July 13, 2017,
at 9:00 a.m.

1 APPEARANCES:

2
3 MR. JOSEPH BORNONG

4 GENERAL COUNSEL

5 NATIONAL LABOR RELATIONS BOARD
6 REGION 18

7 Federal Office Building
8 212 Third Avenue South, Suite 200
9 Minneapolis, Minnesota 55401
10 (952) 703-2895
11 joe.bornong@nlrb.gov

12 Appeared as General Counsel.

13 MR. HARRY J. SECARAS
14 OGLETREE, DEAKINS NASH SMOAK & STEWART, P.C.
15 155 North Wacker Drive
16 Suite 4300
17 Chicago, Illinois 60606
18 (312) 558-1220
19 harry.secaras@ogletreedeakins.com

20 Appeared on behalf of the Respondent.
21
22
23
24
25

I N D E X

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17	EXHIBIT	OFFERED	ADMITTED
18			
19	GENERAL COUNSEL:		
20	1(a-aa)	5	5
21	2	27	27
22	4	34	34
23			
24	RESPONDENT:		
25	4	25	27

(Time Noted: 9:08 a.m.)

ADMINISTRATIVE LAW JUDGE OLIVERO:

Let's go on the record. The hearing will be in order. This is a formal trial before the National Labor Relations Board in Alorica, Inc. and a subsidiary affiliate Expert Global Solutions, Inc., 18-CA-190846, 25-CA-158622 and 25-CA-185626. The Administrative Law Judge presiding is Melissa Olivero. I'm assigned to the Washington, DC office of the Division of Judges. Any communication should be addressed to that office and any requests for extensions of time should be addressed to the Chief Judge or Deputy Chief Judge in Washington, DC.

Will counsel and other representatives of the parties please state their appearances for the record? For the General Counsel?

MR. BORNONG: Your Honor, I am Joseph Bornong.

ADMINISTRATIVE LAW JUDGE OLIVERO: For respondent?

MR. SECARAS: Your Honor, I am Harry J. Secaras, that's S-E-C-A-R-A-S. With me at the table is Joseph Meza, M-E-Z-A, from Alorica.

ADMINISTRATIVE LAW JUDGE OLIVERO:

Okay. Is either charging party going to have a

1 representative here today that you are aware of?

2 MR. BORNONG: Not that I know of.

3 ADMINISTRATIVE LAW JUDGE OLIVERO:

4 Okay. Mr. Bornong -- Is it Bornong or Bornog?

5 MR. BORNONG: Bornong.

6 ADMINISTRATIVE LAW JUDGE OLIVERO:

7 Bornong. Would you please introduce the
8 pleadings and other formal documents? I will
9 dispose of any preliminary motions after those
10 are in evidence.

11 MR. BORNONG: Certainly, your Honor. I
12 have here what's been marked General Counsel
13 Exhibit 1 subparts A through AA. I have shown
14 the index to Mr. Secaras, and I'd offer that at
15 this time.

16 ADMINISTRATIVE LAW JUDGE OLIVERO:

17 Okay. Any objection?

18 MR. SECARAS: No objection.

19 ADMINISTRATIVE LAW JUDGE OLIVERO:

20 General Counsel's Exhibits 1A through 1AA are
21 admitted. Okay. Has an appearance sheet been
22 completed for the court reporter?

23 MR. BORNONG: I don't think so.

24 ADMINISTRATIVE LAW JUDGE OLIVERO: We
25 will do that later. Are there any preliminary

1 matters before we start?

2 MR. BORNONG: No, your Honor.

3 MR. SECARAS: No, your Honor.

4 ADMINISTRATIVE LAW JUDGE OLIVERO:

5 Okay. Mr. Bornong, would you like to make an
6 opening statement?

7 MR. BORNONG: Just briefly, your Honor.

8 If you have read the complaints and the answers
9 in this case, you will see we are basically
10 within a denial of a single paragraph, a threat,
11 made to employees before their discharge of
12 moving for summary judgment in this case.

13 I think it's a pretty simple issue
14 involving the Board's President and U-Haul,
15 Inc., U-Haul Company in California 347, NLRB
16 375, in that the Arbitration Agreement admitted
17 in the answers to the complaint reasonably
18 restricts employees' rights to file charges with
19 the National Labor Relations Board.

20 ADMINISTRATIVE LAW JUDGE OLIVERO:

21 Okay. And, Mr. Secaras, does the respondent
22 wish to make an opening statement at this time
23 or you can also defer until the start of your
24 case.

25 MR. SECARAS: I'd like to defer, your

1 Honor.

2 ADMINISTRATIVE LAW JUDGE OLIVERO: If I
3 forget, please remind me before we move on to
4 that.

5 MR. SECARAS: Thank you.

6 ADMINISTRATIVE LAW JUDGE OLIVERO:
7 Mr. Bornong, are you prepared to call your first
8 witness?

9 MR. BORNONG: Yes, your Honor. I call
10 Jennifer Fultz.

11 (Witness sworn.)

12 ADMINISTRATIVE LAW JUDGE OLIVERO:
13 Please have a seat. State your full name and
14 spell your last name for the record.

15 THE WITNESS: It's Jennifer Fultz,
16 F-U-L-T-Z.

17 ADMINISTRATIVE LAW JUDGE OLIVERO:
18 Mr. Bornong, you may inquire.

19 MR. BORNONG: Thank you, your Honor.

20

21

22 DIRECT EXAMINATION

23 BY MR. BORNONG:

24 Q. Ms. Fultz, where are you currently
25 employed?

1 A. I am currently employed for DXC
2 Technology.

3 Q. And what was your last previous job?

4 A. It was EGS.

5 Q. Do you know what that stands for?

6 A. Expert Global Solutions.

7 Q. How long did you work there?

8 A. I worked there for four and a half
9 years.

10 Q. Are you familiar with the name Alorica?

11 A. Somewhat, yes.

12 Q. What does that mean to you?

13 A. It means a company that bought out EGS.

14 Q. Okay. And can you describe the nature
15 of your employment with EGS?

16 A. I worked for a contractor under Chase
17 Bank as a telephone banker.

18 Q. And can you describe a typical day?

19 A. A typical day, I would come in. I
20 would bring up my computer systems. I would
21 start taking calls for Chase. They consisted of
22 balances, balance transfers, transferring
23 customers to appropriate departments.

24 Q. Do you remember the date of your last
25 date of employment?

1 A. September 12, 2016.

2 Q. Now, within the last month or two
3 before your termination, who did you report to?

4 A. I reported to the previous month would
5 have been Destiny Macline.

6 Q. And what did you know her as? Did she
7 have a title that you were aware of?

8 A. She was a unit manager.

9 Q. And then before her, was there another
10 immediate report for you?

11 A. Will Clark.

12 Q. Same title?

13 A. Same title.

14 Q. Do you have any idea about how many
15 people reported to the same supervisor?

16 A. It varied, but it could vary between 10
17 and 20 people.

18 Q. Can you describe kind of the layout of
19 your work area?

20 A. What do you mean? I'm sorry.

21 Q. Just the floor plan.

22 A. The floor plan. Well, there was other
23 contractors within the building so there was a
24 total of three of them at the time. Chase had
25 one portion of the building, Verizon had another

1 and CVS had another and it was blocked off by
2 walls.

3 Q. What did your immediate work area look
4 like?

5 A. It was an open space. There were open
6 desks. They were lined up in rows.

7 Q. Now, I am going to show you what I have
8 got marked here as General Counsel Exhibit
9 No. 2. I already handed one of these to
10 Mr. Secaras per the Arbitration Agreement and
11 ask you if you recognize this?

12 A. Yes.

13 Q. Briefly what is that?

14 A. This is what was presented to me by the
15 new company Agreement to Arbitrate.

16 Q. Okay. And when and how did this first
17 come to your attention?

18 A. The first time it came to my attention
19 was sometime in July of 2016 when I was under
20 Will Clark. They asked us while they were on
21 the phone calls to go and take ECW which is
22 another form of just basically having calls stop
23 coming in. He told us to go into our web portal
24 for our company's web portal and to sign in and
25 agree and accept what was on the screen.

1 Q. Was this a general announcement or was
2 this made just to you?

3 A. This was a general announcement to
4 everybody in the bank.

5 Q. Okay. What did you do?

6 A. Well, I logged in, I decided to read
7 the Agreement to Arbitrate. Now, at the time, I
8 mean, there was a web link but we couldn't click
9 on it because we didn't have access to the web
10 so I wasn't able to do that. I read it, I
11 didn't agree with it so I clicked out of it.

12 Q. Did you discuss it with anyone after
13 that?

14 A. I did. I discussed it with a couple
15 different people that were around me. I asked
16 them if they agreed and signed it. They said
17 they did. I asked them if they did read it,
18 they said they did not. I told them you know
19 they are taking certain employment rights and
20 they are going to charge us for every time we
21 had a complaint.

22 Q. All right. Are these coworkers you are
23 talking about? I don't care about their names
24 but coworkers or --

25 A. They were coworkers around me, yes.

1 Q. And as time went on, did you hear
2 anything else about this agreement?

3 A. Shortly a month after word of mouth, I
4 was approached and it was told that another bay
5 had a meeting with HR, they addressed their
6 concerns about not wanting to sign the Alorica
7 Agreement, when they said, you know, what would
8 happen if we didn't sign it, they said, you
9 know, an HR employee told them there will be
10 repercussions and their response was, so you are
11 going to fire us and their answer was, well, we
12 will figure something out and that was the last
13 I heard of that.

14 Q. And this is coworkers, again, you are
15 hearing this from?

16 A. Other coworkers, yes.

17 Q. So what happened on September 12th?
18 What was your day like that day?

19 A. September 12th came along. I came in
20 at 7:55 a.m. I brought up my computer systems
21 around 8:07. I started taking calls. Roughly
22 around 8:55, that's when Destiny came up to me
23 and told me to go into coaching which is another
24 form of stopping calls from coming in and told
25 me to go to Katie's office.

1 Q. Okay. Who is Katie, do you know?

2 A. Katie at the time I did not know who it
3 was.

4 Q. Do you know where she was or what her
5 title was or her last name?

6 A. She was in HR.

7 Q. Do you know her last name?

8 A. Her last name was Aldridge.

9 Q. Okay. Did you go there?

10 A. I did. I got off the call, I went to
11 Destiny. Destiny escorted me to HR.

12 Q. Okay. Did Destiny stay or leave?

13 A. She stayed. She took a seat.

14 Q. Okay. Were you in a closed office?

15 A. Yep. Katie ended up closing the door
16 so it was just me, Katie and Destiny in the
17 office.

18 Q. All right. I'd like you to describe
19 then what happened, who said what?

20 A. Destiny never spoke, however, Katie
21 presented me with the paper copy of the
22 Agreement to Arbitrate. She presented it in
23 front of me and told me to sign it. I looked at
24 it and told her that I didn't agree with it.
25 That it was taking away certain employment

1 rights. She told me I was wrong. I told her,
2 well, then can I take this to a lawyer and if
3 they say it's okay, I will sign it. She told me
4 no. You have 30 minutes or we are going to
5 consider you voluntarily resigning.

6 Q. Okay. Keep going. What else happened?

7 A. Then from there I said that I wasn't
8 going to sign it, however, you know, I'll be
9 back. I went outside the lobby and I went
10 outside the building and I had a conversation
11 with my father about the whole situation.

12 Q. By telephone?

13 A. It was a telephone conversation, yes.

14 Q. Okay.

15 A. And I came in roughly about 20, 25
16 minutes later, now it's just me and Katie in the
17 office at this point behind a closed door. I
18 told her that I would sign it but I would sign
19 it under protest, meaning physically writing
20 under protest after my name or above my name.
21 She said okay. Well, I started to hesitantly
22 sign it. I didn't feel comfortable signing it.
23 So finally, I mean, after I had signed it, I
24 said, well, can I get a copy of this, please.
25 She goes and stands in line at the copy machine.

1 Not even 10 seconds later, I changed my
2 mind. I got up. I said can I have it back?
3 I'll be back in five minutes. I went back
4 outside, had another phone conversation with my
5 father which he did tell me, you know, if you do
6 not sign this, they will fire you, and I said
7 okay. So I went back inside and at this point,
8 I looked at Katie and I said can I have a third
9 party present? She goes okay. She grabs
10 another HR employee, her name was Verdell.

11 We go into the office, she closes the
12 door and that's when I explained to Katie that I
13 wasn't going to sign it but I am not quitting my
14 job either. She told me that by not signing it,
15 that they can gather my stuff. They will be
16 doing a walk out. I said, you know what, then
17 you can call the cops because I am not quitting
18 my job. At that point Katie gets on the phone
19 on speaker which she claims to be from Corporate
20 a woman named Pat.

21 Now from there Pat is on the phone and
22 Katie goes, hi, Pat. This is Katie from EGS in
23 Rockford. We have a situation here that we
24 haven't come across yet. She starts explaining
25 that I wouldn't sign the Arbitration Agreement

1 but I am refusing to leave. Then from there Pat
2 asked to speak to me so she hands over the phone
3 and on speaker Pat is talking to me and I said,
4 listen here, I am not quitting my job. I am
5 here to work, but I am not signing this
6 Arbitration Agreement.

7 Pat starts to argue with me and
8 overtalk me and I said, listen here, I am not
9 going to argue with you. I hand back the phone
10 to Katie, then from there, Katie goes, well,
11 what should I do? Pat goes, well, if she is
12 trespassing, you can call the cops. Katie
13 reiterated she goes so call the cops because she
14 is trespassing and Pat says yes. They hang up
15 the phone. Katie looks at me and goes you know
16 if we call the cops, we will prosecute you and I
17 said okay.

18 Then from there, they had me sit in
19 their lobby which is behind a secure door but
20 not the normal lobby. I waited there for some
21 time. 15 minutes go by, Verdell comes over with
22 my belongings, some of my belongings. I wait
23 about another 40 minutes, the cops haven't shown
24 up. I decided to call nonemergency myself to
25 see what the ETA was. They told me they did

1 receive the phone call. They had somebody
2 coming out. Roughly about 20 minutes after
3 that, a policeman did show up. He spoke with
4 somebody from HR. They come through the secure
5 door, and that's when I was walked out by the
6 police.

7 MR. BORNONG: Okay, your Honor. That's
8 all the questions I have.

9 ADMINISTRATIVE LAW JUDGE OLIVERO:
10 Okay. Mr. Secaras, cross examination?

11 MR. SECARAS: Did this witness provide
12 an affidavit?

13 MR. BORNONG: Yes.

14 MR. SECARAS: May I have ten minutes to
15 review the affidavit?

16 ADMINISTRATIVE LAW JUDGE OLIVERO: Yes.
17 Please give Mr. Secaras the affidavit. We are
18 going to go off the record for ten minutes. Off
19 the record.

20 (Whereupon, a short recess was
21 taken.)

22 ADMINISTRATIVE LAW JUDGE OLIVERO:
23 Let's go back on the record. Ms. Fultz, come
24 back up. Okay. We are back on the record.
25 Mr. Secaras, you may inquire.

1 MR. SECARAS: Thank you, your Honor.

2 Ms. Fultz, my name is Harry Secaras. I am
3 counsel for Alorica and I am representing them
4 in these proceedings. I just have a few
5 questions for you following up on some of the
6 questions that counsel for the General Counsel
7 asked you.

8
9
10
11 CROSS EXAMINATION

12 BY MR. SECARAS:

13 Q. You testified that it was in roughly
14 July 2016 that you were first presented with the
15 Alorica Arbitration Agreement; is that correct?

16 A. Yes. On the web portal on the
17 computer.

18 Q. Okay. And you testified that it was
19 through a direct announcement and were there
20 several people who were viewing the portal at
21 the same time?

22 A. It was only in our bay specifically.

23 Q. So it was the roughly 10 to 20 people
24 that were in the Chase bay?

25 A. At that time, there was only less than

1 ten people there that was in my bay.

2 Q. Okay. And who was -- it was Mr. Clark
3 that was directing this meeting?

4 A. It wasn't a meeting. It was for us to
5 sign into our web portal and agree and submit
6 and go back to work.

7 Q. And who was directing the work at that
8 point?

9 A. What do you mean?

10 Q. Who told you to log into the portal,
11 agree and submit and go back to work?

12 A. Will Clark.

13 Q. You testified that after this direction
14 from Mr. Clark, I assume it was just a couple of
15 minutes, a few minutes --

16 A. Roughly.

17 Q. -- that you had a conversation with
18 some of your coworkers asking if they had signed
19 the Agreement; is that correct?

20 A. Yes. That's only after when I had read
21 the Agreement myself and exited out and talked
22 to them.

23 Q. Okay. This was after Mr. Clark had
24 convened and given you those instructions?

25 A. Correct.

1 Q. And they told you they had signed the
2 Agreement?

3 A. They had -- only a few of them said
4 that they accepted it and clicked out.

5 Q. Did anyone else tell you anything else
6 about the Agreement, any of the others present?

7 A. No.

8 Q. So there is -- There are a couple of
9 individuals that you know just clicked the
10 acceptance and went back to work and then there
11 is a group that you don't know what happened?

12 A. That is correct. The ones that I did
13 speak to said they didn't even read it. They
14 just accepted it and clicked out.

15 Q. And there were one or two of those; is
16 that accurate?

17 A. There was a few of them that read it
18 but didn't understand.

19 Q. Okay. How many people told you that
20 they accepted the Agreement?

21 A. A few.

22 Q. And the others you don't know whether
23 or not they accepted the Agreement?

24 A. The other ones are we talking about
25 that specific day or altogether?

1 Q. That specific day.

2 A. That specific day, they all ended up
3 accepting it.

4 Q. Okay. So by the end of the day, you
5 were the only service representative in your
6 area who had not signed -- had not accepted the
7 Agreement?

8 A. I can't say yes or no to that because I
9 can't account for other people.

10 Q. After that initial day, did you discuss
11 the Agreement with anyone else in your work
12 area?

13 A. No. It was only a month after when
14 word of mouth came around and other people had
15 discussions with HR about the Arbitration
16 Agreement and didn't want to sign it and they
17 said what would happen if we didn't sign it and
18 they said, well, there will be repercussions and
19 they said, oh, so you are going to fire us.
20 Well, we'll figure something out and that was
21 all I ever heard about it.

22 Q. And these were other Alorica, EGS
23 employees talking generally?

24 A. Yes.

25 Q. How is it that you were involved in

1 that conversation?

2 A. Someone came up to me, I don't know who
3 did, and they were talking about how upset they
4 were because if they didn't sign the Arbitration
5 Agreement, they were going to get fired.

6 Q. And did you respond to that person?

7 A. I said I didn't sign it and I am not
8 going to sign it.

9 Q. And after that encounter, were there
10 any other discussions about the Arbitration
11 Agreement between that time and September 12th?

12 A. None.

13 Q. Did any employees ever ask you to speak
14 on their behalf to the company about the
15 Arbitration Agreement?

16 A. No.

17 Q. On September 12th, when you went to
18 Katie's -- Katie Aldridge's office and the
19 events that you described I am going to accept
20 as accurate, were you acting on anyone's behalf
21 other than yourself?

22 A. I was acting on everybody's behalf
23 including myself.

24 Q. Okay. Who authorized you to act on
25 everybody's behalf?

1 A. Nobody.

2 Q. Did others know that you were acting on
3 their behalf?

4 A. I don't think so.

5 Q. Other than yourself, are you aware of
6 any individual at the Rockford facility who had
7 not signed the Agreement?

8 A. As far as I know, I am the only one who
9 had not signed it.

10 Q. When you met with Katie Aldridge on the
11 12th, she communicated to you that if you did
12 not sign the Agreement, it would be considered a
13 voluntary resignation; is that true?

14 A. Correct.

15 Q. And you said you would not sign the
16 Agreement but you were not voluntarily
17 resigning; is that correct?

18 A. Correct.

19 Q. And then that's when they got Pat on
20 the phone?

21 A. Now, if we are talking about the
22 sequence of events, yes, that's when she called
23 Pat from Corporate.

24 Q. And Pat reiterated to you that if you
25 do not sign the Agreement, it would be

1 considered voluntary resignation?

2 A. She never said that.

3 Q. Did anyone say that again after Katie
4 Aldridge?

5 A. Not -- not me saying voluntarily
6 resigning, just that I was fired.

7 Q. Okay. And who said you were fired?

8 A. Both Pat and Katie.

9 Q. You testified that you had a couple of
10 conversations with your father about the
11 Agreement; is that accurate?

12 A. Correct.

13 Q. Did you exchange any text messages with
14 your father about the Agreement?

15 A. Did I exchange any text messages about
16 the Agreement?

17 Q. Yes.

18 A. No.

19 Q. No? Did he ever tell you don't sign
20 the Agreement?

21 A. Did he tell me not to sign it? Yes.
22 He told me not to sign it.

23 Q. Okay. He told you that verbally?

24 A. He told me it verbally, yes. He told
25 me -- well, he told me not to sign it but he

1 said if I don't sign it, then they are going to
2 fire me.

3 Q. Ms. Fultz, do you recall giving an
4 interview with a publication called The
5 Progressive?

6 A. Yes.

7 Q. When was that interview provided
8 roughly?

9 A. In October.

10 Q. Of 2016?

11 A. Of 2016, yes.

12 Q. Ms. Fultz, showing you what's been
13 marked as Exhibit R4, R is for respondent, and
14 I'll ask if you can look through this document
15 and tell me what it is?

16 A. It is the magazine article that The
17 Progressive did on me.

18 Q. And if you turn to the sixth page, and
19 I'm sorry the pages aren't marked, but it would
20 be the third paragraph states the question
21 Jennifer had asked him, and him is your father,
22 was what would you do and after a few minutes he
23 texted her don't sign it.

24 A. Yes. I am familiar with this.

25 Q. Okay. So I'll ask you again, did your

1 father ever text you not to sign the Agreement?

2 A. You asked if we discussed it and the
3 answer is no. He did text me and told me not to
4 sign.

5 Q. So you did have a text communication
6 with your father where he told you not to sign?

7 A. Yes. It was even prior to that even
8 when I went out the first time and spoke to him
9 outside we discussed it.

10 Q. Okay. And your father was acting on
11 your behalf?

12 A. No.

13 Q. Was he giving you advice?

14 A. As a father to daughter, yes.

15 Q. Okay. And you followed that advice?

16 A. I was hesitantly not wanting to sign it
17 anyways. I was fearful that I was going to lose
18 my job. I have a young child to raise and
19 that's all I could think about.

20 Q. And you ultimately decided not to sign
21 the Agreement, correct?

22 A. That is correct.

23 MR. SECARAS: I don't have any further
24 questions, your Honor.

25 ADMINISTRATIVE LAW JUDGE OLIVERO: Any

1 redirect, Mr. Bornong?

2 MR. BORNONG: No, your Honor. Thanks.

3 MR. SECARAS: I'd like to ask for the
4 admission of R4.

5 ADMINISTRATIVE LAW JUDGE OLIVERO: Any
6 objection, Mr. Bornong?

7 MR. BORNONG: No.

8 ADMINISTRATIVE LAW JUDGE OLIVERO:
9 Respondent's Exhibit 4 is admitted. Did you
10 want to try to admit General Counsel's Exhibit
11 2?

12 MR. BORNONG: Oh, I'm sorry. If I
13 didn't, I'd offer GCX 2.

14 ADMINISTRATIVE LAW JUDGE OLIVERO: You
15 didn't.

16 MR. SECARAS: There is no objection.

17 ADMINISTRATIVE LAW JUDGE OLIVERO: No
18 objection. General Counsel Exhibit 2 is also
19 admitted. You may step down, Ms. Fultz.
20 Mr. Bornong, do you have another witness?

21 MR. BORNONG: Yes, your Honor. At this
22 time, I'd like to call Clarise Washington.

23 (Witness sworn.)

24 ADMINISTRATIVE LAW JUDGE OLIVERO:
25 Please have a seat and state your full name and

1 spell your first and last name for the benefit
2 of the record.

3 THE WITNESS: Yes. My first name is
4 Clarise. That's C-L-A-R-I-S-E. Last name is
5 Washington like the state, W-A-S-H-I-N-G-T-O-N.

6 ADMINISTRATIVE LAW JUDGE OLIVERO:
7 Mr. Bornong, you may inquire.

8 MR. BORNONG: Thank you, your Honor.

9 DIRECT EXAMINATION

10 BY MR. BORNONG:

11 Q. Where are you currently employed,
12 Ms. Washington?

13 A. Arrow Tech. They are a temp agency.

14 Q. What was your last previous job?

15 A. EGS, Expert Global Solutions.

16 Q. And how long did you work there?

17 A. A little over three years.

18 Q. Do you remember the last date of your
19 employment?

20 A. September the 12th of 2016.

21 Q. What did you do there? What was your
22 title?

23 A. I was a seasonal trainer and a prior
24 authorization representative. During the month
25 of October through March, I trained a training

1 class and the remainder of the month, I took
2 incoming calls from the comfort of my home for a
3 client called Express Scripts. We did prior
4 authorizations assisting patients, doctors, and
5 pharmacies with processing authorizations for
6 medications for patients.

7 Q. Now, you said from October to March you
8 did training. Was that every year or one --

9 A. No. No. This was just something I
10 just had recently started.

11 Q. Okay. So October 2015 to March 2016?

12 A. Yes.

13 Q. Okay. Who is your immediate
14 supervisor? Who did you report to?

15 A. Ms. Terri Jones.

16 Q. And for how long before your discharge
17 did you report to her?

18 A. Let's say March of 2016 up until
19 September. Prior to that, I reported to
20 Esmeralda Samardzic, and I may be mispronouncing
21 that, so she let us call her Essy.

22 Q. Okay. Now, I'd like to -- I'd like you
23 to -- I think we got it right here. Take a look
24 at GCX No. 2 and see if you recognize that?

25 A. Yes. Very much so.

1 Q. When and where did you first come
2 across that?

3 A. This is the Arbitration Agreement that
4 was in my ECFR which is an electronic database
5 that I use to communicate with my immediate
6 supervisor on my attendance and things that they
7 rated us on and things of that nature.

8 This was posted somewhere around July
9 the 11th when I logged on to check my ECFR which
10 I did regularly. When I saw this, I read it in
11 its entirety and immediately reached out to
12 Ms. Terri Jones and asked her why were we
13 required to sign this when I was already
14 employed.

15 Q. Okay. Did you get an answer?

16 A. Just that it was something that all
17 Alorica employees had to do and it was
18 contingency of employment. Now she wasn't
19 really able to answer all of my questions about
20 this Arbitration Agreement because she asked me
21 questions that I had to explain to her about the
22 Agreement.

23 Q. Such as?

24 A. Such as the fact that we could not
25 click on the JAMS link, also that we had to pay

1 \$350 to the arbitration company. We couldn't
2 join any class action lawsuits. The fact that
3 the arbitration company could actually set the
4 arbitrator.

5 Q. Okay. Next I'd like to show you what I
6 have had premarked I am afraid as GCX 4. I
7 might not have a 3. See if you recognize that.

8 A. Oh, yes. This is the Frequently Asked
9 Questions sheet that was posted to my team's
10 share point that I was constantly redirected to.

11 Q. Okay. What do you mean by that? Can
12 you just describe when and how you first came
13 across this page?

14 A. Let's see. When I reached out to
15 Ms. Terri on or around July the 11th, I was
16 asking her questions, she was asking me
17 questions, she said, well, I said to her I said
18 so if we don't sign this, what will happen? She
19 said, well, it's a contingency of the employment
20 so I need you to take a look at the frequently
21 asked questions so I read over that and I told
22 her it doesn't tell me whether or not I was
23 going to lose my job.

24 So then she says here's what I'm going
25 to do. I am going to let you speak with

1 Ms. Essy. I said great. So I spoke with Ms.
2 Essy. We had quite a few conversations in
3 reference to the Arbitration Agreement and why I
4 thought it was unfair.

5 I reached out to a few of my team
6 members so who had so eloquently educated me
7 that they were directed not to speak to me about
8 the Arbitration Agreement during work hours or
9 even off work hours so I didn't have anyone
10 there to talk to, but I talked to quite a few
11 people in the company. I spoke with Ms. Terri
12 Jones, Ms. Essy, Joe Meza, Theresa Arnold, who
13 educated me that if I wouldn't sign the
14 Arbitration Agreement, I couldn't train another
15 class after I asked that question several times
16 to several people.

17 Let's see, what happened with this
18 thing. I think that was about it.

19 Q. Okay. Why don't we go to September
20 12th, your last day. What happened that day?

21 A. Oh, well, I signed in like any regular
22 Monday ready to work my shift. I worked an
23 early shift at 6:00 o'clock so most of the
24 supervisors aren't even available at that time.

25 Roughly about I can't really say the

1 timeframe, somewhere part of the morning between
2 9:00 and 10:00 I get an instant message that
3 says I need to go into a conference. When I go
4 into this conference, I am on the phone with Joe
5 Meza and some young lady. I didn't even bother
6 to record her name.

7 Q. So by going into a conference, did you
8 have to move or was this a telephone conference?

9 A. No. This was a telephone conference.

10 Q. Who all was on the call?

11 A. Just Joe Meza and some other young lady
12 I didn't bother to record her name.

13 Q. Okay. Tell me everything anybody said.
14 Who said what in that call?

15 A. Joe Meza said hi, this is me. Hey,
16 Clarise, how are you? He was very polite. The
17 young lady introduced herself. Then he said to
18 me are you going to sign the Arbitration
19 Agreement? I said no. He says, well, we have
20 given you enough time. We are going to
21 terminate you at the end of today's date as a
22 voluntary resignation.

23 I had already E-mailed Demita, asked
24 Ms. Essy and I don't know if even cc Ms. Terri
25 on it, I may probably didn't, that I wasn't

1 resigning and neither was I going to sign the
2 Arbitration Agreement.

3 He says, well, we are going to
4 terminate you at the end of today's business
5 day. I said okay. Hung up. Went back to work
6 taking phone calls. Then I got a second instant
7 message from Ms. Essy where I am called into a
8 conference with her and Demita Hemsted.

9 Q. And this is on the phone again?

10 A. Yes. This is on the phone and they
11 told me to immediately log off the system
12 because I was terminated and they were going to
13 pay me to the end of the day and that's exactly
14 what I did.

15 MR. BORNONG: Okay. I don't have any
16 other questions, your Honor. Oh, I enter GCX 4.
17 I'm sorry.

18 ADMINISTRATIVE LAW JUDGE OLIVERO: Any
19 objections, Mr. Secaras?

20 MR. SECARAS: No objection and did this
21 witness provide an affidavit?

22 ADMINISTRATIVE LAW JUDGE OLIVERO:
23 General Counsel Exhibit 4 is admitted.

24 MR. SECARAS: I'm sorry.

25 ADMINISTRATIVE LAW JUDGE OLIVERO:

1 That's okay. Do you have an affidavit for
2 Mr. Secaras?

3 MR. BORNONG: Yes, I do, your Honor.

4 MR. SECARAS: May I have a few minutes
5 to review that, your Honor?

6 ADMINISTRATIVE LAW JUDGE OLIVERO: Yes.
7 Let's go off the record for five minutes. If
8 you need more time, just let me know.

9 (Whereupon, a short recess was
10 taken.)

11 ADMINISTRATIVE LAW JUDGE OLIVERO:
12 Let's go back on the record. Go ahead,
13 Mr. Secaras.

14 MR. SECARAS: Thank you. Good morning,
15 Ms. Washington. My name is Harry Secaras. I am
16 counsel for Alorica, EGS in these proceedings
17 and I have some follow-up questions to those
18 that the counsel for General Counsel asked of
19 you a few minutes ago.

20 CROSS EXAMINATION

21 BY MR. SECARAS:

22 Q. You testified that you had weekly
23 discussions about the Arbitration Agreement with
24 representatives of the company and you
25 identified I think you said Terri Jones and Essy

1 as the individuals that you spoke with?

2 A. And Demita and Theresa and Joe.

3 Q. Okay. And were they all involved at
4 the same time or were there different
5 conversations?

6 A. No. There were conference calls. I
7 was on the phone with at least two of them
8 during that period all the time but mostly it
9 was one-on-one conversations with Demita Hemsted
10 and Ms. Essy.

11 Q. Okay. And describe for me what was
12 discussed during those conversations.

13 A. Well, they attempted to comfort me with
14 the Arbitration Agreement, telling me that it's
15 something that's typically done through a
16 company, and an arbitration company is normally
17 set. They referred me to the E-mail that I am
18 sure you got a copy of, and that was it. It was
19 just constant, relentless attempts to get me to
20 sign an Arbitration Agreement I told them that I
21 wasn't going to sign.

22 Q. And what were your objections to the
23 Arbitration Agreement?

24 A. Oh, I had a lot of them. Did you get
25 the E-mails? One was that we can't access the

1 JAMS rule so we didn't know what those rules
2 were. The Arbitration Agreement in its
3 Agreement was entirely unfair to the employee
4 because why I would have to pay them \$350 to fix
5 an issue that the company did.

6 Not only that, we couldn't join a civil
7 lawsuit so how would the company be punished if
8 one lone executive made a decision that hurt the
9 rest of us.

10 Q. So you were concerned about the Class
11 and Collective Action Waiver in the Agreement?

12 A. Yes, very much so.

13 Q. You were concerned about JAMS?

14 A. Yes.

15 Q. And it's true, isn't it, that they
16 provided you a link to the JAMS website?

17 A. Yes, she did, three weeks after the
18 fact.

19 Q. Three weeks after the Agreement was
20 out?

21 A. No. No. Three weeks after I asked for
22 it.

23 Q. Okay. But before September 12th of
24 2016?

25 A. Oh, yes, that's because I insisted.

1 Q. And did you review that link?

2 A. Oh, I did, and my other issue was the
3 fact that the arbitration company could choose
4 an arbitrator and once that arbitration has been
5 completed, I have no other course of action.

6 Q. And these concerns were your personal
7 concerns?

8 A. My concerns and my teams.

9 Q. Okay. Who else on your team did you
10 talk to about these concerns?

11 A. Two of them are still employed with the
12 company so I am not going to tell you that. One
13 of them Colleen El Catera. She is not there
14 anymore.

15 Q. And what did Colleen -- What did you
16 discuss with Colleen?

17 A. Well, we actually didn't even get a
18 chance to discuss anything. I asked her how she
19 felt about the Arbitration Agreement and that
20 she didn't call me. She texted me on my
21 personal cell and said Ms. Terri and Ms. Essy
22 directed her not to speak with me about the
23 Arbitration Agreement.

24 Q. And then you said she called you that
25 evening, correct?

1 A. Yes. She did call me but we didn't
2 discuss the Arbitration Agreement because I
3 didn't want to get her in trouble.

4 Q. Why would discussing the Arbitration
5 Agreement get her in trouble?

6 A. Because she was told by them not to
7 talk to me about it because I was asking
8 questions.

9 Q. Did you know whether she signed the
10 Agreement prior to talking to you?

11 A. No.

12 Q. Did you ask her?

13 A. I did not.

14 Q. Did she ask you to represent her to the
15 company?

16 A. She asked me to ask questions, yes, and
17 so I did.

18 Q. And did you ever share with the company
19 that you were asking questions on behalf of a
20 group of employees?

21 A. I put it in the team chat so it wasn't
22 private. Everybody saw it. Anytime I have had
23 an issue with something I have believed in or
24 not believed in with the company, I have always
25 asked questions.

1 Q. You had access to the Agreement from
2 mid July until mid September of 2016; is that
3 correct?

4 A. That is correct.

5 Q. Did you discuss the Agreement with
6 anyone outside of Alorica?

7 A. My immediate family. We discuss
8 everything.

9 Q. Anyone outside of your immediate
10 family?

11 A. No.

12 Q. Did you discuss the Agreement with
13 Ms. Fultz?

14 A. No. I never met her until today.

15 Q. And on September 12th of 2016, you
16 testified that there was a phone call with
17 Mr. Meza and another female who you did not --
18 whose name you don't recall; is that correct?

19 A. No. No. I had never spoke to her
20 until that day.

21 Q. Okay. Mr. Meza told you that if you
22 were not going to sign the Agreement, the
23 company would consider that a voluntary
24 resignation, correct?

25 A. He did say that, yes.

1 Q. Okay. And you said that you were not
2 going to resign, correct?

3 A. That is correct.

4 Q. Not going to sign the Agreement?

5 A. And that I wasn't resigning. I think I
6 had made that clear on multiple occasions to
7 multiple people.

8 Q. And did he respond to that?

9 A. He just said that he was terminating me
10 at the end of the day. That was it, and I went
11 back to work as business as usual.

12 Q. Mr. Meza explained to you that it was
13 an Alorica term of employment that you sign that
14 Agreement?

15 A. I'm sorry. Could you repeat that?

16 Q. Sure. Did Mr. Meza explain to you that
17 Alorica the company that had purchased EGS
18 required employees to sign an Arbitration
19 Agreement as a term of employment?

20 A. He said it was a contingency of it, a
21 contingency of employment. That's what I
22 kept -- that's the only phrase I heard. It's a
23 contingency of employment.

24 Q. And what is your understanding of the
25 phrase "contingency of employment"?

1 A. That meant that if I didn't sign it, I
2 was going to get fired and that's exactly what
3 happened.

4 Q. And you understood that from early
5 August?

6 A. No. No. If you read my E-mail that I
7 sent to them, we were in discussion so I
8 thought. I kept being told that I was going to
9 be told what was going to happen because all
10 they kept saying was it was a contingency. I am
11 still working my 40 hours a week, doing
12 100 percent quality, providing the best service
13 I could to the customer, so, no. I didn't think
14 that I was going to lose my job on September
15 the 12th when I was called into the conference.

16 Q. And, in fact, they told you you were
17 doing a good job and they wanted to retain you
18 as an employee, correct?

19 A. Yes. They did. Absolutely. And I
20 wanted to stay. I love the company. I liked
21 what the product that we were providing. I even
22 recruited on the street for the company. That's
23 how much I believed in the product and the
24 service that we sold.

25 Q. But then you made the decision not to

1 sign the Agreement?

2 A. Because it was taking away my rights as
3 an employee. I couldn't do that. I couldn't
4 sign over my rights. In reading this Agreement,
5 it also says that we weren't being coerced. We
6 were. We were being forced. If we didn't sign
7 it, we lost our job. That's a problem for me.

8 MR. SECARAS: I have no further
9 questions, your Honor.

10 ADMINISTRATIVE LAW JUDGE OLIVERO: Any
11 redirect, Mr. Bornong?

12 MR. BORNONG: No, your Honor. Thanks.

13 ADMINISTRATIVE LAW JUDGE OLIVERO:
14 Thank you, Ms. Washington. You may step down.

15 MR. SECARAS: And I'm tendering back
16 the affidavit.

17 ADMINISTRATIVE LAW JUDGE OLIVERO:
18 Thank you.

19 MR. BORNONG: Thank you.

20 ADMINISTRATIVE LAW JUDGE OLIVERO:
21 Mr. Bornong, does the General Counsel have any
22 other witnesses?

23 MR. BORNONG: No, your Honor. That's
24 it. We rest.

25 ADMINISTRATIVE LAW JUDGE OLIVERO:

1 Okay. General counsel rests. Mr. Secaras?

2 MR. SECARAS: Can we take a five-minute
3 bathroom break?

4 ADMINISTRATIVE LAW JUDGE OLIVERO: Yes,
5 we can. Off the record five minutes.

6 (Whereupon, a short recess was
7 taken.)

8 ADMINISTRATIVE LAW JUDGE OLIVERO:
9 Let's go back on the record. We are back on the
10 record in the Alorica, Inc. The General Counsel
11 has rested and, Mr. Secaras, would you like to
12 make an opening statement or call a witness?

13 MR. SECARAS: I am going to waive the
14 opening statement and let's just call the
15 witness and move forward.

16 ADMINISTRATIVE LAW JUDGE OLIVERO:
17 Okay. Great.

18 MR. SECARAS: I'd like to call Joseph
19 Meza, M-E-Z-A.

20 (Witness sworn.)

21 ADMINISTRATIVE LAW JUDGE OLIVERO:
22 Okay. Please have a seat and state your full
23 name and spell your first and last name for the
24 benefit of the court reporter.

25 THE WITNESS: My name is Joseph Anthony

1 Meza. Joseph, J-O-S-E-P-H. Meza, M-E-Z-A.

2 ADMINISTRATIVE LAW JUDGE OLIVERO:

3 Thank you, sir. Mr. Secaras, you may inquire.

4

5

6

7

8 DIRECT EXAMINATION

9 BY MR. SECARAS:

10 Q. And, Mr. Meza, by whom are you
11 currently employed?

12 A. Alorica.

13 Q. And for how long have you worked for
14 Alorica?

15 A. Six years.

16 Q. And what is your current position?

17 A. My current position is HR Director for
18 Region 2.

19 Q. And how long have you held that
20 position?

21 A. I have held that position for
22 approximately three months but HR Director I
23 have held for probably about four years.

24 Q. You heard testimony this morning about
25 Alorica and Expert Global Solutions. Can you

1 explain to us what the relationship is between
2 Alorica and Expert Global Solutions?

3 A. Yes. In June of last year, EGS entered
4 into a definitive Agreement to be acquired by
5 Alorica and subsequent to that Agreement, we
6 became EGS an Alorica company as part of the
7 Alorica family.

8 Q. And can you tell us approximately when
9 that transaction became final?

10 A. June of 2016.

11 Q. As a Human Resources Director, can you
12 describe for us briefly what your job duties and
13 responsibilities are?

14 A. My responsibilities are to oversee all
15 employ, HR, employee relations, compensation,
16 employee engagement activities in all of the
17 sites that I have responsibility for. In this
18 particular case and at that particular time it
19 was for the western region of the United States
20 to include work-at-home and Cedar Rapids.

21 Q. And when you say at that particular
22 time, what timeframe are you referencing?

23 A. From June of last year 2016 through the
24 recent restructure of HR about three months ago.

25 Q. And as a Human Resources Director, are

1 you knowledgeable as to the Alorica employment
2 policies and procedures?

3 A. Yes, I am.

4 Q. Were you previously employed by Expert
5 Global Solutions?

6 A. Yes, I was.

7 Q. And were you involved in the
8 acquisition by Alorica?

9 A. I was involved in the integration.

10 Q. How would you describe that
11 acquisition?

12 A. The acquisition was a favorable
13 acquisition; whereas, Alorica purchased EGS and
14 as part, there were certain integration actions
15 that needed to take place at the time for us to
16 be incorporated into the Alorica company.

17 Q. Did Alorica assume the employment of
18 EGS employees?

19 A. Yes, with conditions.

20 Q. And describe to me what you mean by
21 with conditions.

22 A. Well, in advance of the acquisition, we
23 in HR leadership were apprised of that Alorica
24 was purchasing EGS. We would be -- they would
25 assume employment and employees would be

1 bridged. They would have to abide by all the
2 rules, regulations and policies of Alorica and
3 in advance of that acquisition, we were also
4 advised that as part of that, we would also have
5 to enter into a binding Arbitration Agreement.

6 Q. And I think you have in front of you
7 what's been marked as General Counsel Exhibit
8 No. 2. Is that the Arbitration Agreement that
9 Alorica required of its hourly employees?

10 A. Yes, it is.

11 Q. And were you involved in the process
12 for securing acknowledgements or signatures to
13 the Arbitration Agreement?

14 A. Yes.

15 Q. Describe for us what your involvement
16 was.

17 A. From the beginning of this process, we
18 were -- we communicated as an HR leadership team
19 that we wanted to cascade the information, have
20 a communication plan to ensure that employees
21 understood what was being rolled out and we were
22 instructed also to try to provide as much
23 guidance and information as possible so
24 individuals can make a personal decision and it
25 was our hope that we would retain a hundred

1 percent of our employees in that process.

2 Q. And can you describe for us what the --
3 what the process or the protocol was for
4 securing the acknowledgment or the signature of
5 the Agreement?

6 A. EGS had an electronic system called
7 ECFR. Pework had already been done to load the
8 Arbitration Agreement onto the electronic
9 vehicle of communications. There were
10 additional I think talking points that were
11 provided to our HR leadership, also operations
12 leadership from site director to operations
13 manager to team leader, and the information was
14 cascaded down so that employees knew that as
15 part of the Employment Agreement and acquisition
16 that all employees needed to sign the document
17 as a condition of employment in order for them
18 to continue their employment under Alorica.

19 Q. When were the EGS employees that were
20 acquired by Alorica first presented with the
21 Arbitration Agreement?

22 A. Approximately July 14th I believe was
23 the roll out date.

24 Q. And for clarity that's July 14 of 2016?

25 A. 2016, yes.

1 Q. And was there a timeframe within which
2 they needed to consider the Agreement and
3 acknowledge or sign the Agreement?

4 A. Right. The original timeline was
5 through July 31st, approximately two weeks.

6 Q. And was that deadline extended?

7 A. Yes, it was.

8 Q. And to when was it extended?

9 A. It was extended through August 31st.

10 Q. And did there eventually become a drop
11 dead date by which the employees needed to sign
12 the Agreement or be considered severed?

13 A. And that was September 12th.

14 Q. In your capacity as Human Resources
15 Director, were you provided updates regarding
16 the roll out of the Arbitration Agreement?

17 A. Yes.

18 Q. Can you describe for us what those
19 updates included?

20 A. Those updates included staff member
21 reports on everyone that has acknowledged and
22 agreed to the Arbitration Agreement, it also
23 identified the shortfall so we could then begin
24 actively communicating to those individuals in
25 our efforts to try to comply with the timeline

1 as well as retain 100 percent of our employees.

2 Q. To your knowledge, did Expert Global
3 Solutions have a facility in Rockford, Illinois?

4 A. Yes.

5 Q. And that facility was part of the
6 acquisition by Alorica?

7 A. Yes.

8 Q. And in your capacity as Human Resources
9 Director, during the acquisition period let's
10 say from the end of June of 2016 to the end of
11 September of 2016, did you have direct
12 responsibility for that facility?

13 A. No. I did not.

14 Q. In your capacity as Human Resources
15 Director, did you receive information about the
16 employees who had and had not signed the
17 Agreement at that facility?

18 A. Yes.

19 Q. To the best of your recollection, how
20 many employees at the Rockford facility had not
21 signed the Agreement?

22 A. Only one.

23 Q. Okay. And do you recall who that was?

24 A. Jennifer Fultz.

25 Q. Did Expert Global Solutions operate a

1 facility in Cedar Rapids, Iowa?

2 A. Yes.

3 Q. And this facility, too, was part of the
4 Alorica acquisition?

5 A. Yes.

6 Q. And is the Cedar Rapids, Iowa facility
7 a facility for which you had managerial or
8 supervisory responsibilities?

9 A. Yes but let me qualify. The Cedar
10 Rapids employee base was work-at-home. There is
11 a Cedar Rapids facility of which there were no
12 employees there except during training.

13 Q. But you had responsibility for the
14 Expert Global Solution employees in the Cedar
15 Rapids metropolitan area?

16 A. Yes, I did.

17 Q. And were you part of the team
18 responsible for rolling out the Arbitration
19 Agreement in Cedar Rapids?

20 A. Yes.

21 Q. Did you -- Scratch that.

22 Did any employees at the Cedar Rapids,
23 Iowa facility refuse to sign the Arbitration
24 Agreement?

25 A. Yes.

1 Q. How many?

2 A. One.

3 Q. And who was that employee?

4 A. That was Clarise Washington.

5 Q. Prior to September 12th of 2016, did
6 you have any communications with employees other
7 than Clarise Washington from the Cedar Rapids
8 facilities about the Arbitration Agreement?

9 A. No.

10 Q. Prior to September 12th of 2016, did
11 you have communications with Clarise Washington
12 regarding the Arbitration Agreement?

13 A. Yes.

14 Q. Approximately how many communications
15 did you have with her?

16 A. Approximately minimum three to four.

17 Q. And were these phone conversations?

18 A. Yes.

19 Q. During those conversations, were
20 there -- was there anyone else on the phone?

21 A. Yes.

22 Q. Who else were on the calls?

23 A. One of the calls I believe that
24 Esmeralda and Demit -- who is the operations
25 manager and Demita were on the call. Another

1 time I believe Theresa Arnold and that was the
2 call on the 12th. I'm not certain who was on
3 the call the second time that I spoke with her.

4 Q. I wanted to focus your attention to
5 your first conversation with Ms. Washington.
6 What did you tell her about the Arbitration
7 Agreement during that conversation?

8 A. One of our purposes where we had
9 employees that were confused or may have
10 hesitancy in signing the Agreement, we escalated
11 it so we can at least talk through the issues.
12 I spoke with her and shared with her information
13 relative to that Agreement and wanted to find
14 out what her concerns were, and I wanted to also
15 share additional information so it would
16 hopefully comfort her in the fact that the
17 binding Arbitration Agreement did provide an
18 avenue for filing dispute resolution procedures
19 and also to assure her that we wanted to retain
20 her in the process.

21 Q. Did Ms. Washington express specific
22 concerns to you about the Agreement?

23 A. Yes.

24 Q. In that first conversation?

25 A. In the first conversation, yes.

1 Q. And what were those concerns?

2 A. The concerns were over having to sign
3 the Agreement, I think the first comment was she
4 felt that she was being coerced. The second
5 argument was relative to giving up certain
6 rights but following that, she appeared to be
7 more comfortable with it with concerns in the
8 latter part of our conversations and this is
9 three and four was about the arbitrators
10 themselves. The JAMS arbitration group was her
11 primary objection.

12 Q. I want to focus your attention on the
13 second conversation with Ms. Washington and can
14 you describe for us what was discussed during
15 that conversation?

16 A. In the second conversation, she felt
17 that she was over the concerns about the
18 Arbitration Agreement and signing it after we
19 had spoken the first and second time, and that
20 her major concern was really moving forward that
21 she did not have the ability to choose the
22 arbitrator and she did not feel comfortable with
23 JAMS and we then provided additional information
24 for her so hopefully it would increase that
25 comfort level that both she and the JAMS

1 arbitration group would be in a position to
2 choose the arbitrator.

3 Q. I now want to focus your attention to
4 September 12th of 2016. Did you have a
5 conversation with Ms. Washington on that day
6 about the Arbitration Agreement?

7 A. Yes, I did.

8 Q. Did you have more than one conversation
9 with her that day about the Agreement?

10 A. No.

11 Q. As best as you can recall, tell us what
12 you said to her on September 12th of 2016.

13 A. That call was for the purpose of
14 reaching out to Clarise in hopes that she had
15 reconsidered and because that date was the final
16 date that required her signature and
17 acknowledgment. I wanted to try to reach out to
18 her to communicate that and ask her if she had
19 made a decision and after she advised me that
20 she did make a decision not to sign, I shared
21 with her that I respected her position and
22 personal choice and that, you know, ultimately
23 that would be her decision whether she wanted to
24 continue employment or not with Alorica.

25 Q. Did you explain to her what the

1 consequences of her not signing the Agreement
2 would be?

3 A. On multiple occasions.

4 Q. Specifically on September 12th, did you
5 threaten to terminate her if she did not sign?

6 A. Never threatened to terminate. I
7 basically shared with her that by not agreeing
8 to Alorica's binding Arbitration Agreement, that
9 is a personal choice and that it would be
10 considered as a voluntary resignation and that
11 would be processed accordingly.

12 Q. During any of the telephone
13 conversations you had with Ms. Washington, were
14 there any other hourly employees on the phone
15 with you?

16 A. No.

17 Q. During any of the conversations you had
18 with Ms. Washington, did she represent to you
19 that she was speaking on behalf of anyone other
20 than herself?

21 A. No.

22 Q. Did she -- Did Ms. Washington ever tell
23 you that she was authorized to speak on behalf
24 of any other employees in the Cedar Rapids area?

25 A. No. No.

1 Q. I may have asked you this before and I
2 apologize if I did. I don't mean to be
3 repetitive. How many employees from the Cedar
4 Rapids area did not sign the Arbitration
5 Agreement?

6 A. Only one.

7 Q. And that was Ms. Washington?

8 A. Yes.

9 MR. SECARAS: I don't have any further
10 questions for this witness.

11 ADMINISTRATIVE LAW JUDGE OLIVERO:
12 Okay. Mr. Bornong?

13 MR. BORNONG: Actually, I only have
14 one. It may turn out to be more than one.

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16
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19 CROSS EXAMINATION

20 BY MR. BORNONG:

21 Q. But you talked about an employee named
22 Esmeralda I don't think you ever said the last
23 name and I don't think Ms. Washington could.
24 Would you tell us what Esmeralda's last name
25 was?

1 A. Samardzic. Did I pronounce that wrong?

2 MS. SAMARDZIC: Samardzic.

3 THE WITNESS: Okay. Samardzic.

4 MR. BORNONG: Okay. That's all I have,
5 your Honor.

6 THE WITNESS: You would have to do
7 that.

8 ADMINISTRATIVE LAW JUDGE OLIVERO:
9 Okay. I actually had a question, Mr. Meza.
10 What does ECFR stand for, if you know?

11 THE WITNESS: ECFR is Electronic
12 Coaching For Results. It's a platform for
13 communicating and coaching.

14 ADMINISTRATIVE LAW JUDGE OLIVERO:
15 Okay. With your employees?

16 THE WITNESS: Yes.

17 ADMINISTRATIVE LAW JUDGE OLIVERO:
18 Okay. That's all I had. Did that raise any
19 further questions for anyone?

20 MR. SECARAS: It doesn't raise any
21 further questions. For the court reporter's
22 benefit Esmeralda's last name is
23 S-A-M-A-R-D-Z-I-K.

24 MS. SAMARDZIC: C.

25 MR. SECARAS: I'm sorry. C.

ADMINISTRATIVE LAW JUDGE OLIVERO:

Thank you. Thank you, Mr. Meza. You may step down. Mr. Secaras, do you have another witness?

MR. SECARAS: Yes. We call Terri Jones, please.

(Witness sworn.)

ADMINISTRATIVE LAW JUDGE OLIVERO:

Okay. Ms. Jones, please have a seat. State your full name and spell your first and last name for the benefit of the record.

THE WITNESS: Okay. Terri Katherine Jones. The first name is T-E-R-R-I. Last name is J-O-N-E-S.

ADMINISTRATIVE LAW JUDGE OLIVERO:

Thank you, Ms. Jones.
Mr. Secaras, go ahead.

DIRECT EXAMINATION

BY MR. SECARAS:

Q. And, Terri, by whom are you employed?

A. Alorica.

Q. And for how long have you been employed with Alorica?

A. Six and a half years.

Q. And were you previously employed by Expert Global Solutions?

1 A. Yes.

2 Q. And you remained employed by Alorica
3 when that acquisition occurred that we have
4 heard about this morning?

5 A. Yes.

6 Q. And what is your current position or
7 title with Alorica?

8 A. I am a team lead.

9 Q. And for how long have you been a team
10 lead?

11 A. Approximately two years.

12 Q. And as a team lead, what are your job
13 duties and responsibilities?

14 A. I have a team of approximately 20
15 people that I manage and supervise, coach on
16 policies, procedures, process, how they can
17 improve their performance, monitor calls.

18 Q. Okay. And to what group or what
19 geographic area are you assigned?

20 A. The Cedar Rapids region.

21 Q. Okay. And who within the Cedar Rapids
22 region is part of your team?

23 A. Okay. How many?

24 Q. Generically, how many people and what
25 do they typically do?

1 A. Approximately 20 people and it's the
2 prior authorization department and they take
3 inbound calls and assist doctors, patients,
4 insurance reps with authorizations for
5 prescribed medications.

6 Q. And do they report to a specific
7 facility in Cedar Rapids?

8 A. No. Everybody is work-at-home.

9 Q. And what is your primary method of
10 communication with these people on your team?

11 A. Our instant messaging service that we
12 call Spark, we have chat rooms -- we have
13 individual team chat rooms and then we have a
14 main chat room.

15 Q. And what's the difference between an
16 individual chat room and the main chat room?

17 A. The main chat room is for all employees
18 for the Cedar Rapids region to communicate with
19 each other and then each team lead has their own
20 chat room for just their team, their members.

21 Q. And was Clarise Washington a member of
22 your team in 2016?

23 A. Yes.

24 Q. So she had an individual chat room
25 where she could chat with you, correct?

1 A. We call it a side Spark. She could
2 side Spark me if she wanted to have a private
3 chat.

4 ADMINISTRATIVE LAW JUDGE OLIVERO: I'm
5 sorry. What was it?

6 THE WITNESS: Side Spark.

7 ADMINISTRATIVE LAW JUDGE OLIVERO: Side
8 Spark?

9 THE WITNESS: Yes. Just like an
10 instant messaging service. It was just a
11 private chat if she didn't want other people to
12 see it, just me and her.

13 ADMINISTRATIVE LAW JUDGE OLIVERO:
14 Okay. Sorry, Mr. Secaras. Go ahead.

15 THE WITNESS: I apologize. Jargon.

16 ADMINISTRATIVE LAW JUDGE OLIVERO:
17 That's okay.

18 BY MR. SECARAS:

19 Q. For how long did you supervise Clarise
20 Washington?

21 A. Approximately six months, possibly a
22 little bit more.

23 Q. Do you recall in approximately July
24 of 2016 Alorica requiring employees to
25 acknowledge or enter an Arbitration Agreement?

1 A. Yes.

2 Q. And did you have a role in rolling out
3 that Agreement to the members of your team?

4 A. Yes.

5 Q. Who was your role?

6 A. My role was to educate them on what the
7 Agreement was and that it was a condition of
8 employment.

9 Q. And do you recall approximately when
10 that Agreement was rolled out?

11 A. I believe it was late June, early July
12 of 2016.

13 Q. When the Agreement was rolled out to
14 your team members, did you have any sort of team
15 meeting about the Agreement?

16 A. We did not have a team meeting. It was
17 in their ECFR.

18 Q. After the Agreement was available in
19 the ECFR for the members of your team, did any
20 of the members of your team contact you
21 regarding the Agreement?

22 A. Yes.

23 Q. Which team members?

24 A. Clarise Washington.

25 Q. Any other team members?

1 A. No. Well, yes. Just what is this?
2 How does this affect me? That was the extent of
3 it.

4 Q. Okay. When Clarise Washington
5 contacted you, was it through a side Spark or
6 was it a general Spark?

7 A. Side Spark.

8 Q. What concerns did Clarise Washington
9 express to you about the Agreement?

10 A. She had concerns about her limitations,
11 choices, that concerned her a great deal. There
12 was -- I don't think she fully understood what
13 the extent of the Agreement was. I tried to
14 explain to her that it was a win/win situation
15 for both the company and the employee because
16 it's a quick resolution to any concerns but
17 mostly she felt like it took away her choices.

18 Q. How many side Spark conversations did
19 you have with Ms. Washington?

20 A. Oh, it's really hard to say. Maybe
21 five or six, possibly more.

22 Q. And from your perspective, this was
23 standard procedure?

24 A. Absolutely.

25 Q. Did you discuss your side Spark

1 conversations with anyone else in management at
2 Alorica?

3 A. Just my immediate supervisor.

4 Q. And who was that?

5 A. Esmeralda.

6 Q. Okay. When were these conversations,
7 these side Spark conversations?

8 A. It would have been around July, maybe
9 the second week of 2016.

10 Q. During any of your side Spark
11 conversations with Ms. Washington, did she tell
12 you that she was speaking on behalf of anyone
13 other than herself?

14 A. No.

15 Q. Other than Ms. Washington, did any of
16 the Cedar Rapids employees for whom you are
17 responsible not sign the Arbitration Agreement?

18 A. No, sir.

19 Q. Did any of the Cedar Rapids employees
20 tell you that Ms. Washington was authorized to
21 speak for them?

22 A. No.

23 Q. Are you familiar with an employee named
24 Colleen El Catera?

25 A. El Catera, yes.

1 Q. And how do you know Ms. El Catera?

2 A. She was one of my team members. She
3 was on my team.

4 Q. Okay. Did you have any conversations
5 with her about the Arbitration Agreement?

6 A. No.

7 Q. Did you have any conversations with her
8 about Ms. Washington?

9 A. No.

10 Q. Did you ever instruct her to not
11 discuss the Arbitration Agreement with
12 Ms. Washington?

13 A. No. I'm sorry.

14 MR. SECARAS: I don't have any further
15 questions, your Honor.

16 ADMINISTRATIVE LAW JUDGE OLIVERO:
17 Okay. Thank you. Mr. Bornong?

18 MR. BORNONG: I don't have any
19 questions, your Honor.

20 ADMINISTRATIVE LAW JUDGE OLIVERO:
21 Okay. All right. Thank you. Ma'am, you may
22 step down.

23 MR. BORNONG: Can we have five minutes,
24 two minutes?

25 ADMINISTRATIVE LAW JUDGE OLIVERO: Yes.

1 We will take a three-minute break if anyone
2 needs to use the restroom or anything. Off the
3 record.

4 (Whereupon, a short recess was
5 taken.)

6 ADMINISTRATIVE LAW JUDGE OLIVERO:
7 Let's go back on the record, please. All right.
8 Mr. Secaras, do you have another witness?

9 MR. SECARAS: I have one more witness,
10 your Honor. I'd like to call Esmeralda
11 Samardzic.

12 ADMINISTRATIVE LAW JUDGE OLIVERO:
13 Okay.

14 (Witness sworn.)

15 ADMINISTRATIVE LAW JUDGE OLIVERO:
16 Please have a seat. State your first and last
17 name and spell both for the benefit of the
18 record.

19 THE WITNESS: Yes. It's Esmeralda,
20 E-S-M-E-R-A-L-D-A and last name Samardzic, just
21 S-A-M-A-R-D-Z-I-C.

22 ADMINISTRATIVE LAW JUDGE OLIVERO: Go
23 ahead, Mr. Secaras.

24 DIRECT EXAMINATION

25 BY MR. SECARAS:

1 Q. And, Esmeralda, by whom are you
2 employed?

3 A. Alorica.

4 Q. And for how long have you been employed
5 by Alorica?

6 A. 12 years.

7 Q. And when you say 12 years, that
8 includes both Alorica and Expert Global
9 Solutions?

10 A. Yes. Actually, it was APEC at first
11 and then there was a merger and then it was EGS
12 and then Alorica.

13 Q. And what is your current position?

14 A. I am the operations manager.

15 Q. And for how long have you been
16 operations manager?

17 A. About two years.

18 Q. And so the record is clear, do you go
19 by Essy among your peers?

20 A. Yes or Esmi or whatever name they can
21 get out, yes.

22 Q. And in your capacity as operations
23 manager, what are your job duties and
24 responsibilities?

25 A. I manage the folks in the Cedar Rapids

1 work-at-home area and what I do is I manage the
2 team leaders, they are directly under me and
3 then to make sure that they are following all
4 the processes and procedures, such as doing
5 their monitors, their coaching. I observe those
6 as well, just to make sure that we are
7 calibrated and then having a relationship with
8 the client as well to ensure that everything is
9 working there smoothly.

10 And then also if there is anything with
11 the employees that they want to discuss with me,
12 then I discuss with them anything about --

13 Q. So is Terri Jones someone who would
14 report to you?

15 A. Yes. Correct.

16 Q. And are you familiar with an individual
17 named Colleen El Catera?

18 A. Yes. She is actually a current
19 employee of mine.

20 Q. And what is her position?

21 A. She is a prior authorization
22 representative for our Express Groups Program.

23 Q. And do you know for how long
24 approximately she has worked for Alorica?

25 A. October of 2015 I believe is her hire

1 date.

2 Q. And so she was employed by Expert
3 Global Solutions and then continued her
4 employment when Alorica acquired --

5 A. Correct. She is still employed, yes.

6 Q. At any point in time, did you instruct
7 Colleen El Catera not to communicate with
8 Clarise Washington about the Arbitration
9 Agreement?

10 A. I did not instruct her to do so.

11 Q. Did you have any conversations with
12 Colleen El Catera regarding the Arbitration
13 Agreement?

14 A. No, I did not.

15 MR. SECARAS: I don't have any further
16 questions, your Honor.

17 ADMINISTRATIVE LAW JUDGE OLIVERO:
18 Okay. Bornong?

19 CROSS EXAMINATION

20 BY MR. BORNONG:

21 Q. How many other call representatives
22 with at least similar positions to
23 Ms. Washington work out of the Cedar Rapids
24 area?

25 A. We current have 98.

1 MR. BORNONG: That's all I have, your
2 Honor?

3 ADMINISTRATIVE LAW JUDGE OLIVERO:
4 Okay. Thank you. Ma'am, you may step down.
5 Mr. Secaras, any further witnesses?

6 MR. SECARAS: No, ma'am. The company
7 will rest.

8 ADMINISTRATIVE LAW JUDGE OLIVERO:
9 Mr. Bornong, do you have any rebuttal witnesses?

10 MR. BORNONG: Actually, can I have
11 another five minutes? We were looking for some
12 texts.

13 ADMINISTRATIVE LAW JUDGE OLIVERO:
14 Let's go off the record. Five minutes off the
15 record.

16 (Whereupon, a short recess was
17 taken.)

18 ADMINISTRATIVE LAW JUDGE OLIVERO: All
19 right. We are back on the record in Alorica,
20 Inc. Mr. Secaras, do you have any other
21 witnesses?

22 MR. SECARAS: No. We rest.

23 ADMINISTRATIVE LAW JUDGE OLIVERO: You
24 rest. Okay. Mr. Bornong, do you have any
25 rebuttal?

1 MR. BORNONG: No, your Honor.

2 ADMINISTRATIVE LAW JUDGE OLIVERO: And
3 while we were off the record, we did discuss
4 briefly the state of the evidence and everyone
5 one has acknowledged that they have submitted
6 all of the evidence they intend to submit and we
7 are ready to close the hearing.

8 So I'll prepare and file with the Board
9 my decision in this proceeding. A copy will be
10 served on each of the parties. You are reminded
11 to refer to the Board's rules and regulations
12 for information regarding the filing of briefs
13 and proposed findings for my consideration and
14 regarding procedures before the Board after the
15 issuance of the judge's decision.

16 Now that all the evidence is in, you
17 have a better opportunity to assess your chances
18 regarding the outcome of the issues than you had
19 at the outset of the trial. All parties should
20 carefully weigh the risks entailed and decide
21 whether an amicable settlement of the issues
22 might not offer a more satisfactory solution.
23 Settlement may be arranged now or at any time
24 before I issue my decision.

25 I will allow until Thursday, August 17,

1 2017 for the filing of briefs and any proposed
2 findings and conclusions. Briefs should be
3 filed directly with the Judges Division in
4 Washington, DC, regardless of whether they are
5 mailed or E-filed. Any request for extensions
6 of time for the filing of briefs must be made in
7 writing to the Chief Judge or Deputy Chief Judge
8 in Washington and served on the other parties.

9 The positions of the other parties
10 regarding the extension should be obtained and
11 set forth in the request. It is the party --
12 the policy of the Judges Division to grant
13 discretionary extensions only when they are
14 clearly justified. Requests for extensions must
15 contain specific reasons and show that the
16 requesting party cannot reasonably meet the
17 current deadline.

18 I would also note that, Mr. Secaras, if
19 you want me to consider any of your affirmative
20 defenses, you should brief those -- include
21 those in your brief with supporting arguments.

22 MR. SECARAS: Yes, ma'am.

23 ADMINISTRATIVE LAW JUDGE OLIVERO:

24 Okay. There being nothing further, the hearing
25 is now closed and we are off the record. Off

1 the record.

2 (Proceedings concluded at 11:08 a.m.)

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CERTIFICATE

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 18, in the matter of ALORICA INC., Case No. 18-CA-190846, at Rockford, IL, on July 13, 2017, was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the recording, at the hearing, that the exhibits are complete and no exhibits received in evidence or in the rejected exhibit files are missing.



PAULA ERICKSON, CSR, RPR

License No. 084-003899

INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

**CASES: ALORICA, INC., AND ITS SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.
25-CA-185622, 25-CA-185626 and 18-CA-190846**

GENERAL COUNSEL'S EXHIBIT	1(a)	Charge in 25-CA-185622 filed October 5, 2016
	1(b)	Affidavit of Service of 1(a) dated October 5, 2016
	1(c)	Charge in 25-CA-185626 filed October 5, 2016
	1(d)	Affidavit of Service of 1(c) dated October 5, 2016
	1(e)	First Amended Charge in 25-CA-185622 filed November 4, 2016
	1(f)	Affidavit of Service of 1(e) dated November 4, 2016
	1(g)	Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in 25-CA-185622 and 25-CA-185626 dated December 29, 2016
	1(h)	Affidavit of Service of 1(g) dated December 29, 2016
	1(i)	Charge in 18-CA-190846 filed January 5, 2017
	1(j)	Affidavit of Service of 1(i) dated January 5, 2017
	1(k)	Answer to Complaint in 25-CA-185622 and 25-CA-185626 received January 11, 2017
	1(l)	First Amended Charge in 18-CA-190846 filed January 31, 2017
	1(m)	Affidavit of Service of 1(l) dated January 31, 2017
	1(n)	Order Rescheduling Hearing in 25-CA-185622 and 25-CA-185626 dated March 29, 2017

- 1(o) Affidavit of Service of 1(n) dated March 29, 2017
- 1(p) Second Amended Charge in 18-CA-190846 filed April 13, 2017
- 1(q) Affidavit of Service of 1(p) dated April 13, 2017
- 1(r) Complaint and Notice of Hearing in 18-CA-190846 dated April 19, 2017
- 1(s) Affidavit of Service of 1(r) dated April 19, 2017
- 1(t) Affidavit of Service of 1(r) (re-serving on Cedar Rapids, IA employer address) dated May 2, 2017
- 1(u) Respondent's Answer to Complaint in 18-CA-190846 received May 3, 2017
- 1(v) Order Consolidating Cases and Notice of Hearing in 25-CA-185622, 25-CA-185626 and 18-CA-190846 dated June 14, 2017
- 1(w) Affidavit of Service of 1(v) dated June 14, 2017
- 1(x) Respondent's Motion to Change the Hearing Place received June 27, 2017
- 1(y) Order Changing Location of Hearing dated June 30, 2017
- 1(z) Affidavit of Service of 1(y) dated June 30, 2017
- 1(aa) Index and Description of Formal Documents

RESPONDENT EXHIBITS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

In the Matter of:

Case No.: 18-CA-190846

**ALORICA INC., AND ITS
SUBSIDIARY/AFFILIATE
EXPERT GLOBAL SOLUTIONS,
INC.**

And

**OPEIU, LOCAL 153, OFFICE
& PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO**

Case No.: 25-CA-185622

**ALORICA INC., AND ITS
SUBSIDIARY/ AFFILIATE
EXPERT GLOBAL SOLUTIONS,
INC.**

25-CA-185626

And

**SETH GOLDSTEIN AND
OFFICE PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 153**

Place: Rockford, IL

Date: 07/13/17

OFFICIAL REPORTERS
Veritext National Court Reporters
Mid-Atlantic Region
1250 Eye Street, NW – Suite 350
Washington, DC 20005
888-777-6690

EXHIBIT NOT SUBMITTED

RESPONDENT 's Exhibit No. 1-3

Case Name ALORICA ☐ Identified
Docket No. 18-CA-190846 ☐ Received
Date 07/13/17 ☐ Rejected

This exhibit is not being submitted with this case because it was:

- ☐ Identified, but not offered in evidence;
☐ Identified, received, but withdrawn from evidence;
☐ No duplicate was furnished to the Reporter;
☐ Withdrawn by _____
in order to make duplicate(s);
☐ Retained in the possession of _____

☒ Other SKIPPED

Signature of Presiding Official

COMPANIES BAR WORKERS AND CONSUMERS FROM THE COURTS



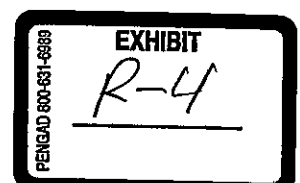
Jennifer Fultz in front of EGS Customer Care, Rockford, Illinois. Photo by Mary Langenfeld.

For four-and-a-half years, Jennifer Fultz was for many people the face—make that the voice—of JPMorgan Chase. She worked at a call center in Rockford, Illinois, helping the finance giant's customers with their banking accounts, credit cards, and auto loans. She liked her job, though it paid just \$11 an hour, barely enough for Fultz, a single mother, to get by. On three occasions, she says, her team leader presented her with certificates of commendation.

"Once you have so many years under your belt you become very knowledgeable and are able to help customers without putting them on hold or anything," Fultz recalls. "I became very good at my job."

On Monday, September 12, Fultz was summoned to a meeting with the human resources manager at her company, EGS Customer Care. She was given a form and told she needed to sign it. The form, titled "Agreement to Arbitrate," bore the name of EGS's parent company, Alorica. It pledged employees to resolve all workplace claims and disputes through arbitration and not "class action, collective action, and representative action procedures."

Fultz says she asked to see a lawyer and was denied. Instead, she was given thirty minutes to sign or else be deemed to have voluntarily resigned. What happened next highlights both the



casual contempt companies like Alorica have for the rights of their workers and the extraordinary courage of Jennifer Fultz, who took a stand on principle rooted in her own family's experience.

This is a story whose reach extends from the lowliest working stiff to the highest court in the land. It concerns a massive corporate-driven rejigging of the social contract with regard to access to the courts, impacting a huge segment of U.S. workers and virtually every consumer. And it's something most people have never even heard about.

But for Jennifer Fultz, it has meant paying a terrible price. She left work that day escorted by police, with a box of belongings the company had retrieved from her desk. She was fired and lost her health insurance. Her former employer initially fought her efforts to obtain unemployment benefits. She went from living paycheck to paycheck to struggling day by day. She is still reeling from the unfairness of it all.

"Why should anyone be faced with that kind of choice?" she asks, through tears. "To choose between supporting your family or giving up your employment rights?"

But it's not at all uncommon. Encouraged by court rulings, corporations are increasingly insisting that those they do business with, and those they employ, agree to handle disputes through arbitration. In some cases, this makes pursuing certain claims practically impossible. In others, it dramatically tilts the balance in favor of the companies.

"It's huge nationally, what's happening," says Seth Goldstein, a union-affiliated lawyer who has filed a labor complaint on Fultz's behalf. "It's gigantic. It's a sweep against everybody. It's a sweep against consumers. It's a sweep against employees. It's a sweep against people who use financial institutions and nursing homes. It's the biggest racket. It's a modern-day yellow-dog contract. It's a prohibition against collective action."

Yellow-dog contracts, in which workers must vow not to join unions as a condition of employment, were in widespread use until the 1930s, when they were outlawed. Critics of mandatory arbitration agreements say they similarly violate the National Labor Relations Act, which expressly protects workers who join together for "mutual aid or protection."

The National Labor Relations Board (NLRB) has in recent years consistently held that these agreements are illegal. But the courts are divided, with some agreeing and some saying that the Federal Arbitration Act trumps the labor law. The case is almost certainly destined for Supreme Court review, probably next year.

But, in the meantime, employees like Fultz are still being forced to give up their rights or give up their jobs.



Cliff Palesfsky, civil rights and employment attorney.

Chances are you've agreed to them. They are clauses included in all kind of contracts and in the fine print you don't read before clicking the button that says you have. Amazon uses them. So does Google, Netflix, eBay, and Travelocity. The clauses require customers to solve disputes individually through arbitration, not by joining with each other in class actions.

The increased insistence on arbitration was propelled by two U.S. Supreme Court decisions authored by the late Justice Antonin Scalia. In *AT&T Mobility LLC v. Concepcion*, decided by a 5-4 margin in 2011, the court held that mandatory arbitration clauses can include class-action bans. In *American Express Co. v. Italian Colors Restaurant*, a 2013 case, the court voted 5-3 to allow class-action waivers in arbitration clauses even if that made seeking redress prohibitively expensive. Wrote Scalia in that decision, "The fact that it is not worth the expense involved in proving a statutory remedy does not constitute the elimination of the right to pursue that remedy." Some people just can't afford to invoke their rights. (This is the same Justice who could not find a constitutional problem with executing people who are actually innocent.)

Companies contend arbitration is a quicker and simpler way to resolve grievances than going to court or using administrative law proceedings. But as The New York Times found in a three-part series last year, it means far fewer grievances are heard at all:

“By banning class actions, companies have essentially disabled consumer challenges to practices like predatory lending, wage theft, and discrimination, court records show.” As federal Appellate Judge Richard Posner once remarked, “The realistic alternative to a class action is not 17 million individual suits, but zero individual suits, as only a lunatic or a fanatic sues for \$30.”

Mandatory arbitration clauses were an essential tool for Wells Fargo as it swindled its own customers out of millions of dollars by signing them up for accounts and services they didn't request. The company used language tucked into its account-opening agreements to repel class-action lawsuits that would have brought the practice to light.

“By pushing these cases into secret arbitration, Wells Fargo was able to keep this scandal out of public view for years and continue profiting from massive fraud,” wrote Amanda Werner of the nonprofit advocacy group Americans for Financial Reform.

In the employment realm, the boom in mandatory arbitration has hamstrung efforts by nonunion workers to bring collective action against unfair wage and hour practices, workplace discrimination, and unjust termination. Companies from Halliburton to the Olive Garden have included mandatory arbitration agreements in their covenants with workers.

Sometimes workers are told to sign agreements, as in Fultz's case; sometimes language is included in job-offer letters or employee handbooks. A December 2015 report by the Economic Policy Institute, a nonpartisan think tank, estimated that “a quarter or more of all employees in non-union workplaces are subject to mandatory arbitration agreements.”

Goldstein, senior business representative with the Office and Professional Employees International Union, Local 153, based in New York City, believes the actual total is closer to half. So does Cliff Palefsky, a civil rights and employment lawyer in San Francisco who has been battling mandatory arbitration for decades. In fact, he thinks it may be as high as 70 to 80 percent in California, a state where protections for workers are as strong as the desire of corporations to circumvent them.

“Management lawyers say it is almost malpractice for companies not to prohibit class actions,” Palefsky says. “I mean, they were given a ‘get out of jail free’ card.”

The desire for this card was heightened by the growing and often successful use of employment-based class-action lawsuits. In 2010, the pharmaceutical company Novartis paid \$175 million to settle a lawsuit filed by female employees alleging discrimination in pay and promotions. And, in 2007, Nike reached a \$7.6 million settlement in a race-discrimination class action brought on behalf of black employees in Chicago.

Now such suits are being bottled up. On November 1, a federal judge blocked a class-action suit alleging race discrimination by the room-renting company Airbnb, due to its mandatory arbitration policy.

Palefsky says it's no mystery why companies prefer arbitration, usually involving private arbitrators hired by the companies themselves:

"You never have to stand in front of a public jury. The media will never see your case. You can limit damages, you can limit discovery. The arbitrators know who's paying them. You win more often. You pay less if you lose." And, in most cases, there is no right to appeal.

Consumers and employees seldom invoke their right to engage in individual arbitration and mostly lose when they do. According to the Economic Policy Institute report, "Employee win rates in mandatory arbitration are much lower than in either federal court or state court, with employees in mandatory arbitration winning only just about a fifth of the time (21.4 percent)."

"Any notion that it provides greater access to justice is just fraud," Palefsky asserts. "The whole purpose of it is to suppress claims and make it too expensive."

On September 12, Jennifer Fultz made her usual commute from her home in Roscoe, Illinois, to the EGS office in Rockford. She arrived in time for her 8 a.m. to 4:30 p.m. shift, which she worked five days a week, with Thursdays and Saturdays off. She joined about 300 others in the section of the building devoted to JPMorgan Chase. The Rockford office, she says, has similarly sized operations serving two other clients, Verizon and CVS Pharmacy.

Fultz, who will turn thirty-two in mid-December, was born in Mississippi and raised in Machesney Park, Illinois, where her parents still live. She entered the workforce after high school, including stints at a Chrysler factory, the U.S. Postal Service, and the Illinois Tollway. She began working in March 2012 for a company that was bought out by EGS (Expert Global Solutions), which was later acquired by Alorica, a California-based firm with more than 90,000 workers worldwide that promises on its website to "create insanely great customer experiences."

After fielding calls for about an hour, Fultz was called in to meet with then-EGS human resources manager Katie Aldrich and presented with the "Agreement to Arbitrate." Fultz had seen this document about two months earlier, when she was asked to go to a company web portal and agree to it. But there was no way to decline or make a copy to review, so Fultz "clicked out."

When her request to have a lawyer review the document was denied and she was given thirty minutes to sign, Fultz left the room and called her father. "He's always helped me and encouraged me to stand up for my employment rights," she explains. "I asked him what he would do."

John Fultz told his daughter she needed to make her own choice, understanding that refusing to sign would mean losing her job. But John has his own work experience to draw on, which he mulled after the call. He remembers how, as a young man working at a factory in Mississippi, he was presented with a blank piece of paper and told where to sign by a supervisor who said the text would be added later, when the office copy machine was fixed. He looked around him, amazed to see others signing. He refused, and never heard about it again.

John worked at other factories where people were missing fingers and hands, and where burns and broken bones were a regular, preventable occurrence. Ten years ago, he was able to quit working for others and start his own small business, Express Sharpening Service. His wife, DeAnn, left her job to join him two years ago.

“So many companies out there don’t treat their employees right, don’t pay their employees right, and then they go a step further and try to take away your rights,” says John, calling that he’s seen workers subjected to “mental cruelty.”

The question Jennifer had asked him was, “What would you do?” After a few minutes, he texted her: “Don’t sign it.”

Jennifer had by this time signed the form, writing “under protest” on it. She took it back. “I told them I wasn’t going to sign it. I told them I’m here to work. I want to work.” As her father advised, she said she was not quitting and asked that police be called. They were.

“We have an employee who is refusing to leave the premises, or a former employee,” the caller from EGS told the Rockford dispatch center. The call was logged as “disorderly conduct,” although the call log states that she was “NOT DISORDERLY JUST REFUSING.” When police arrived, Fultz was escorted out. She was not cited or charged.

Aldrich, who left EGS shortly after this incident to take a job at GE Aviation, also in Rockford, did not respond to an interview request. Officials at EGS passed the baton to Alorica spokesman Ken Muche, who declined via email to comment on Fultz’s termination “for privacy reasons, and as a matter of policy.” He added that arbitration agreements “are common in our industry and, in fact, are commonly used by many companies in a wide variety of completely unrelated industries.”

After being fired, Fultz had to explain to her eleven-year-old son, Ryan, what happened:

“Mommy lost her job, but there was nothing that I did wrong.” It’s a hard concept even for her to grasp.

Researching the issue, Fultz found a Labor Radio story about another worker who was fired under similar circumstances. Tara Zoumer, who also drew coverage in The New York Times, had worked at a \$16 billion startup called WeWork, which rents trendy office space. Her job at the company’s office in Berkeley, California, included changing out the beer keg that lubricates the worker bees.

In November 2015, after seven months on the job, Zoumer was given a class-action waiver with the Orwellian name

“WeWork Employment Dispute Resolution Program.” She was granted a few days to look it over and realized when she did, “This is going to completely kill our ability as employees to fight as a collective unit.” She asked what would happen if she did not sign and was told in an

email that “continued employment with WeWork is sufficient to constitute acceptance of the new employee documents.”

Zoumer responded that she was not going to sign and planned to file a claim against the company with California labor officials. The next day, a Friday, she emailed co-workers urging them to know their rights before signing. On Monday, she was fired. She filed a complaint with the NLRB, and a lawsuit against the company.

WeWork has confirmed, in filings with the NLRB, that it fired Zoumer for not signing this and another document but insists it had every right to do so. The NLRB in May found merit in several of Zoumer’s charges; the case is still playing out. But WeWork cited language in Zoumer’s original job offer to thwart her lawsuit and force her to pursue arbitration in New York. That process is pending, although California Governor Jerry Brown recently signed a bill to bar companies in the future from forcing California residents to adjudicate their claims out of state.

Zoumer, who has since found work as “a nanny/chef for a wonderful family,” says the whole experience makes her feel patriotic. She realized “this was my right as an American citizen to have access to the judicial system. And no one, especially a company, should ever be able to take that away.”

The Consumer Financial Protection Bureau, a federal agency, has proposed new rules to bar financial institutions from requiring arbitration to deny consumers the chance to sue in court. In late September, the U.S. Department of Health and Human Services moved to prohibit mandatory arbitration by nursing homes that receive federal funding. There are calls to similarly restrict for-profit colleges, some of which have already rescinded their class-action bans.

An executive order signed by President Obama says companies with federal contracts over \$1 million cannot require arbitration for civil rights or harassment claims. The rule, which took effect October 25, does not apply to wage and hour claims.

Hillary Clinton, as a candidate, vowed to give federal agencies “broad and clear authority to restrict the use of arbitration clauses and related provisions in consumer, employment, and antitrust contexts.” Donald Trump, reported Time magazine, was “quiet on the issue” but made his campaign workers agree to arbitration.

Democratic Senators Al Franken and Patrick Leahy have each introduced bills to curb mandatory arbitration. Former Fox News anchor Gretchen Carlson, whose own effort to sue over sexual harassment ran up against a forced arbitration clause, has agreed to testify in support of the bills.

Harris Freeman, a professor at Western New England School of Law in Massachusetts, says employees may be better able than consumers to beat back mandatory arbitration because federal labor law “grants workers a right to act in concert that no law grants to consumers.”

Since January 2012, the NLRB has taken the position that clauses to preclude collective action violate the National Labor Relations Act. But in late 2013, the Fifth Circuit U.S. Court of

Appeals in New Orleans ruled that the act is effectively preempted by the Federal Arbitration Act of 1925. Palefsky calls this interpretation “ridiculous.”

The NLRB apparently agrees. The independent body, in recent years dominated by Obama appointees, has defied the Fifth Circuit ruling and continued to reject class-action waivers in dozens of cases. And some courts have agreed, most notably the Seventh Circuit Court in Chicago, which in May 2016 ruled against Epic Systems, a Wisconsin-based software provider, for blocking a class action brought by employees over the denial of overtime pay.

“There’s no doubt the Supreme Court is going to have to accept this issue for review, because there is a dramatic split on a very important issue,” says Palefsky. Both he and Goldstein hold out hope that the court will rule that arbitration cannot be used to deprive workers of substantive rights, even after the new President is able to make his appointments.

“I’m as committed as ever after the election, as before the election, that people’s rights need to be upheld,” Goldstein says.

Fultz’s case is now before the NLRB, based on charges filed by Goldstein naming Alorica and EGS. The company, in fighting Fultz’s application for unemployment benefits, admitted her job ended because she refused to sign an arbitration agreement. (It subsequently failed to appear at a hearing contesting this decision, and Fultz was awarded these benefits.) The NLRB, Goldstein says, has issued a preliminary ruling in Fultz’s favor, although the ultimate outcome will likely hinge on the Supreme Court.

Goldstein says Zoumer and Fultz are the only workers he knows of who were fired for refusing to sign arbitration agreements. He considers them heroes. Palefsky is aware of workers fired in the past but not other current cases. Both lawyers say they wouldn’t counsel anyone to refuse to sign if it meant losing a valued job. But, Goldstein adds, “If they were willing to do it, I’d represent them in a minute.”

Surprisingly, Fultz says that if she were offered her job back she’d take it, even after all that’s happened and the fact that she “hadn’t had a raise in four years.” Reinstatement with back pay is a remedy the NLRB and the courts could require.

But there is one thing Fultz will likely never get back: the certificates of commendation she had received from her employer and kept at her desk. These were, she says, not in the box of belongings she was given before police escorted her out the door.

Bill Lueders is associate editor of The Progressive.

Tags

Magazine December 2016 January 2017 Magazine Feature Corporations Democracy Money Politics Economy

by Bill Lueders

December 7, 2016

4:27 PM

GENERAL COUNSEL EXHIBITS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

In the Matter of:

Case No.: 18-CA-190846

**ALORICA INC., AND ITS
SUBSIDIARY/AFFILIATE
EXPERT GLOBAL SOLUTIONS,
INC.**

And

**OPEIU, LOCAL 153, OFFICE
& PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO**

Case No.: 25-CA-185622

**ALORICA INC., AND ITS
SUBSIDIARY/ AFFILIATE
EXPERT GLOBAL SOLUTIONS,
INC.**

25-CA-185626

And

**SETH GOLDSTEIN AND
OFFICE PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 153**

Place: Rockford, IL

Date: 07/13/17

OFFICIAL REPORTERS
Veritext National Court Reporters
Mid-Atlantic Region
1250 Eye Street, NW – Suite 350
Washington, DC 20005
888-777-6690

INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

**CASES: ALORICA, INC., AND ITS SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.
25-CA-185622, 25-CA-185626 and 18-CA-190846**

GENERAL COUNSEL'S EXHIBIT	1(a)	Charge in 25-CA-185622 filed October 5, 2016
	1(b)	Affidavit of Service of 1(a) dated October 5, 2016
	1(c)	Charge in 25-CA-185626 filed October 5, 2016
	1(d)	Affidavit of Service of 1(c) dated October 5, 2016
	1(e)	First Amended Charge in 25-CA-185622 filed November 4, 2016
	1(f)	Affidavit of Service of 1(e) dated November 4, 2016
	1(g)	Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in 25-CA-185622 and 25-CA-185626 dated December 29, 2016
	1(h)	Affidavit of Service of 1(g) dated December 29, 2016
	1(i)	Charge in 18-CA-190846 filed January 5, 2017
	1(j)	Affidavit of Service of 1(i) dated January 5, 2017
	1(k)	Answer to Complaint in 25-CA-185622 and 25-CA-185626 received January 11, 2017
	1(l)	First Amended Charge in 18-CA-190846 filed January 31, 2017
	1(m)	Affidavit of Service of 1(l) dated January 31, 2017
	1(n)	Order Rescheduling Hearing in 25-CA-185622 and 25-CA-185626 dated March 29, 2017

- 1(o) Affidavit of Service of 1(n) dated March 29, 2017
- 1(p) Second Amended Charge in 18-CA-190846 filed April 13, 2017
- 1(q) Affidavit of Service of 1(p) dated April 13, 2017
- 1(r) Complaint and Notice of Hearing in 18-CA-190846 dated April 19, 2017
- 1(s) Affidavit of Service of 1(r) dated April 19, 2017
- 1(t) Affidavit of Service of 1(r) (re-serving on Cedar Rapids, IA employer address) dated May 2, 2017
- 1(u) Respondent's Answer to Complaint in 18-CA-190846 received May 3, 2017
- 1(v) Order Consolidating Cases and Notice of Hearing in 25-CA-185622, 25-CA-185626 and 18-CA-190846 dated June 14, 2017
- 1(w) Affidavit of Service of 1(v) dated June 14, 2017
- 1(x) Respondent's Motion to Change the Hearing Place received June 27, 2017
- 1(y) Order Changing Location of Hearing dated June 30, 2017
- 1(z) Affidavit of Service of 1(y) dated June 30, 2017
- 1(aa) Index and Description of Formal Documents

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

Case 18-CA-190846

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

**Cases 25-CA-185622
25-CA-185626**

AFFIDAVIT OF SERVICE OF ORDER CHANGING LOCATION OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on June 30, 2017, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

**ALORICA, INC. AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.
5 PARK PLZ
IRVINE, CA 92614-5995**

HARRY J. SECARAS , ATTORNEY
OGLETREE DEAKINS NASH SMOAK &
STEWART, P.C.
155 N WACKER DR STE 4300
CHICAGO, IL 60606-1731

DAMITA HEMPSTEAD , HR
EXPERT GLOBAL SOLUTIONS
425 2ND ST SE
FLOOR 1
CEDAR RAPIDS, IA 52401

SETH GOLDSTEIN, ESQ.
LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO.
265 WEST 14TH STREET
NEW YORK, NY 10011

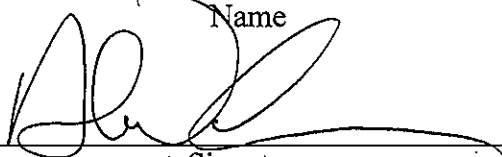
SETH GOLDSTEIN, BUSINESS REP.
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153
217 HADLEIGH DR
CHERRY HILL, NJ 08003-1936

June 30, 2017

Date

Andrea G. Wichmann,
Designated Agent of NLRB

Name

A handwritten signature in black ink, appearing to read 'Andrea G. Wichmann', written over a horizontal line.

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

Case 18-CA-190846

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and


**SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

**Cases 25-CA-185622
25-CA-185626**

ORDER CHANGING LOCATION OF HEARING

IT IS HEREBY ORDERED that the location of the hearing in the above-entitled matter scheduled for 9:00 AM on July 13, 2017, and consecutive days thereafter, is changed from 101 SW Adams St, Ste 400, Peoria IL, 61201-8751 to Conference Room B, Rockford City Hall, 425 E State Street, Rockford IL, 61104.

Dated: June 30, 2017



JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

1(y)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.**

and

**OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.**

and

**SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

Case No. 18-CA-190846

**Case Nos. 25-CA-185622 and
25-CA-185626**

**RESPONDENT'S MOTION TO
CHANGE THE HEARING PLACE**

Respondent Alorica, Inc. and its subsidiary/affiliate Expert Global Solutions, Inc., by its attorneys of record, and pursuant to §102.16 of the NLRB Rules and Regulations, hereby request a change of hearing place in the above-captioned consolidated cases. In support of its motion, Respondent states:

1. On December 29, 2016, the Regional Director for Region 25 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Nos. 25-CA-185622 and 25-CA-185626 scheduling the hearing in those cases for April 12, 2017 at the NLRB office in Peoria, Illinois.

2. On March 29, 2017, the Regional Director issued an Order Rescheduling Hearing in Case Nos. 25-CA-185622 and 25-CA-185626 to July 13, 2017 at the NLRB office in Peoria, Illinois.
3. The anticipated witnesses for all parties in Case Nos. 25-CA-185622 and 25-CA-185626 reside in or proximate to Rockford, Illinois. Specifically, anticipated witnesses Jennifer Fultz (former employee of Respondent and expected witness for the General Counsel and/or the Charging Party), Katie Aldrich (Respondent's Human Resources Manager), and Destinee Macklin (Respondent's Unit Manager) reside or are believed to reside in or proximate to Rockford, Illinois.
4. The unlawful conduct alleged in Cases 25-CA-185622 and 25-CA-185626 occurred in Rockford, Illinois.
5. Rockford, Illinois is approximately 140 miles from the NLRB office in Peoria, Illinois where the hearing currently is scheduled to occur.
6. On April 19, 2017, the Regional Director for Region 18 issued Complaint and Notice of Hearing in Case No. 18-CA-190846, although the hearing location was to be determined.
7. On June 14, 2017, the Regional Director for Region 18 issued an Order Consolidating Cases 25-CA-185622, 25-CA-185626, and 18-CA-190846 and providing Notice of Hearing for the Consolidated Cases for July 13, 2017 at the NLRB offices in Peoria, Illinois.
8. The witnesses for all parties in Case No. 18-CA-190846 reside in or proximate to Cedar Rapids, Iowa. Specifically, anticipated witnesses Clarise Washington (former employee of Respondent and expected to testify on behalf of the General Counsel or Charging

Party) and Terri Jones (Respondent's Team Lead) reside or are believed to reside in or proximate to Cedar Rapids, Iowa.

9. The unlawful conduct alleged in Case No. 18-CA-190846 occurred in Cedar Rapids, Iowa.
10. Cedar Rapids, Iowa is approximately 180 miles from the NLRB office in Peoria, Illinois.
11. 28 U.S.C. §1404(a) provides guidance on which the NLRB relies to transfer hearing location "for the convenience of parties and witnesses." *See NLRB Bench Book*, Section 5-600 (November 2016). Here, is no question that Peoria, Illinois is not a convenient location for any witness because witnesses for all parties would be required to travel more than 100 miles to attend the hearing. Further, Counsel for the General Counsel, counsel for the Charging Parties, and counsel for Respondent are equally inconvenienced given that none reside in or proximate to Peoria, Illinois.
12. In this case, the availability and convenience of witnesses for all parties and the location of where the alleged incidents occurred mitigate toward moving the hearing from Peoria, Illinois to locations more convenient for the witnesses and the parties. *See NLRB Bench Book*, Section 5-600.
13. This motion is brought not to transfer inconvenience from one party to another, but rather in the interest of accommodating all parties particularly in light of where the majority of witnesses are located. No party will be prejudiced from the relocation of the hearing from Peoria, Illinois.

WHEREFORE, Respondent respectfully requests that the hearing currently scheduled for July 13, 2017 at the NLRB Office in Peoria, Illinois be relocated to locations in Rockford,

Illinois and in Cedar Rapids, Iowa on dates when appropriate locations in these cities may be secured.

In the alternative, Respondent respectfully requests that the hearing location be changed to Rockford, Illinois for a date when an appropriate location may be secured. Rockford, Illinois is preferred because more witnesses are located in, or accessible to this location.

Dated: June 27, 2017

Respectfully submitted,

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

By: /s/ Harry J. Secaras
One Of Its Attorneys

Harry J. Secaras
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
155 North Wacker Drive, Suite 4300
Chicago, IL 60606
P: 312-558-1254
harry.secaras@ogletreedeakins.com

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on this 27th day of June, 2017, the foregoing Respondent's Motion to Change the Hearing Place was filed electronically using the electronic filing option available at www.nlr.gov. A true and accurate copy of Respondent's Motion to Change the Hearing Place was served on Counsel for the General Counsel and on the Charging Party by email as follows:

Joe Bornong
NLRB, Region 18
Joe.Bornong@nlrb.gov

Seth Goldstein, Esq.
Local 153, Office & Professional
Employees International Union, AFL-CIO
Sgold352002@icloud.com

/s/ Harry J. Secaras

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

Case 18-CA-190846

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

**Cases 25-CA-185622
25-CA-185626**

**AFFIDAVIT OF SERVICE OF ORDER CONSOLIDATING CASES AND NOTICE OF
HEARING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on June 14, 2017, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

**ALORICA, INC. AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.
5 PARK PLZ
IRVINE, CA 92614-5995**

CERTIFIED MAIL

**HARRY J. SECARAS , ATTORNEY
OGLETREE DEAKINS NASH SMOAK &
STEWART, P.C.
155 N WACKER DR STE 4300
CHICAGO, IL 60606-1731**

REGULAR MAIL

1(w)

DAMITA HEMPSTEAD , HR
EXPERT GLOBAL SOLUTIONS
425 2ND ST SE
FLOOR 1
CEDAR RAPIDS, IA 52401

CERTIFIED MAIL

SETH GOLDSTEIN, ESQ.
LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO.
265 WEST 14TH STREET
NEW YORK, NY 10011

CERTIFIED MAIL

SETH GOLDSTEIN, BUSINESS REP.
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153
217 HADLEIGH DR
CHERRY HILL, NJ 08003-1936

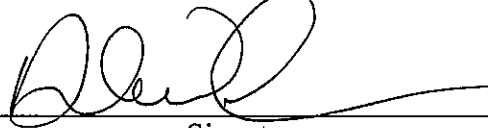
CERTIFIED MAIL

June 14, 2017

Date

Andrea G. Wichmann,
Designated Agent of NLRB

Name

A handwritten signature in dark ink, appearing to read 'Andrea G. Wichmann', written over a horizontal line.

Signature

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SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.
5 PARK PLZ
IRVINE, CA 92614-5995

PS Form 3800, April 2015 PSN 7530-02-000-9047

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DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 2ND ST SE
FLOOR 1
CEDAR RAPIDS, IA 52401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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UNION, LOCAL 153
217 HADLEIGH DR
CHERRY HILL, NJ 08003-1936

PS Form 3800, April 2015 PSN 7530-02-000-9047

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SETH GOLDSTEIN, ESQ.
LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO.
265 WEST 14TH STREET
NEW YORK, NY 10011

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ALORICA, INC. AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.
5 PARK PLZ
IRVINE, CA 92614-5995

8-CA-190846 (agw)
PRO CONS



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40 0000 9117 5619

April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Amber Roberts

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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- ☐ Adult Signature Restricted Delivery
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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

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Domestic Return Receipt

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 18-CA-190846

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

SETH GOLDSTEIN, BUSINESS REP.
OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO
217 HADLEIGH DR
CHERRY HILL, NJ 08003-1936

ALORICA CORPORATE
5 PARK PLACE PLAZA
IRVINE, CA 92614

HARRY J. SECARAS, ATTORNEY
OGLETREE DEAKINS NASH SMOAK &
STEWART, P.C.
155 N. WACKER DRIVE, SUITE 4300
CHICAGO, IL 60606-1731

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 SECOND AVE SE
CEDAR RAPIDS, IA 52402

1(v)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

Case 18-CA-190846

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

**SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

**Cases 25-CA-185622
25-CA-185626**

**ORDER CONSOLIDATING CASES
AND NOTICE OF HEARING**

On December 29, 2016, the General Counsel, by the Regional Director in Region 25, issued an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing in Cases 25-CA-185622 and 25-CA-185626. On April 19, 2017, the General Counsel, by the undersigned, issued a Complaint and Notice of Hearing in Case 18-CA-190846. On May 31, 2017, the General Counsel issued an order transferring cases 25-CA-185622 and 25-CA-185626 to Region 18.


In order to avoid unnecessary costs or delay, the General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) ORDERS that these Region 25 cases are further consolidated with case 18-CA-190846.

These cases having been consolidated, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board, issues this Notice of Hearing:

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on July 13, 2017, at 9:00 am, at Thomas M. Harvey Hearing Room, 4th Floor, 101 SW Adams Street, Peoria, Illinois, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: June 14, 2017



JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
330 2ND AVE S STE 790
MINNEAPOLIS, MN 55401-2214

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 25-CA-185622

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

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- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Harry J. Secaras , Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 North Wacker Drive
Suite 4300
Chicago, IL 60606-1731

SETH GOLDSTEIN , ESQ.
LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
AFL-CIO.
265 West 14th Street, 6th Floor
New York, NY 10011-7103

Alorica, Inc. and its Subsidiary/Affiliate
Expert Global Solutions, Inc.
5 Park Plz
Irvine, CA 92614-5995

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered.

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

Ogletree Deakins

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

Attorneys at Law

155 N. Wacker Drive
Suite 4300
Chicago, IL 60606
Telephone: 312.558.1220
Facsimile: 312.807.3619
www.ogletree.com

Harry J. Secaras
312.558.1254
harry.secaras@ogletree.com

May 3, 2017

Via FedEx

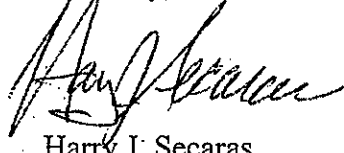
Jennifer A. Hadsall
Regional Director
NLRB, Region 18
Federal Office Building
212 Third Avenue
Suite 200
Minneapolis, Minnesota 55401-2657

RE: **Case No. 18-CA-190846**

Dear Ms. Hadsall:

Enclosed are an original and four copies of Respondents' Answer to Complaint in the above-referenced matter. This Answer also was filed today using the NLRB e-filing system

Sincerely,



Harry J. Secaras

HJS:jz

cc: Seth Goldstein

29704079.1

1(u)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

ALORICA, INC., AND ITS SUBSIDIARY/
AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Cases 18-CA-190846

OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

ANSWER TO COMPLAINT

Pursuant to Section 102.15 of the National Labor Relations Board's Rules and Regulations, Respondent ALORICA, INC. and ITS SUBSIDIARY/AFFILIATE EXPERT GLOBAL SOLUTIONS, INC. ("Respondent"), by its attorneys of record Ogletree, Deakins, Nash, Smoak & Stewart, P.C., for its Answer to Complaint, state as follows:

1. (a) The charge in this proceeding was filed by the Charging Party on January 5, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

ANSWER: Respondent admits only that they received a copy of Charge No. 18-CA-190846 dated January 5, 2017. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(a) of the Complaint and therefore denies them.

- (b) The first amended charge in this proceeding was filed by the Charging Party on January 31, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

ANSWER: Respondent admits only that it received a first amended charge in Case No. 18-CA-190846 dated January 31, 2017. Respondent is without knowledge or information to

form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(b) of the Complaint and therefore denies them.

(c) The second amended charge in this proceeding was filed by the Charging Party on April 13, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

ANSWER: Respondent admits only that it received a second amended charge in Csase No. 18-CA-190846 dated April 13, 2017. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(c) of the Complaint and therefore denies them.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Cedar Rapids, Iowa, Respondent's facility, and has been engaged in the operation of outsourced call centers.

ANSWER: Respondent admits the allegations contained in Paragraph 2(a) of the Complaint.

- (b) In conducting its operations during the past 12 months, Respondent performed services valued in excess of \$50,000 in states other than the State of Iowa.

ANSWER: Respondent admits the allegations contained in Paragraph 2(b) of the Complaint.

- (c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

ANSWER: Respondent admits the allegations contained in Paragraph 2(c) of the Complaint.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Terri Jones	-	Team Lead
Esmeralda Samardzic	-	Operations Manager

Teresa Arnold	-	Human Resources Business Partner
Damita Armstead	-	Human Resources Manager
Joseph Mesa	-	Human Resources Director

ANSWER: Respondent admits the allegations contained in Paragraph 3 of the
Complaint.

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules ... The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

ANSWER: Respondent admits the allegations contained in Paragraph 4(a) of the Complaint.

- (b) Since about July 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

ANSWER: Respondent admits the allegations contained in Paragraph 4(b) of the Complaint.

- (c) About September 12, 2016, Respondent, by Joseph Mesa, in a phone conversation, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: Respondent denies the allegation contained in Paragraph 4(c) of the Complaint.

5. (a) About September 12, 2016, Respondent discharged its employee Clarise Washington.

ANSWER: Respondent admits the allegations contained in Paragraph 5(a) of the Complaint.

- (b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Clarise Washington refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: Respondent admits the allegations contained in Paragraph 5(b) of the Complaint.

6. By the conduct described above in paragraph 4(a), 4(b), 4(c), 5(a), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 6 of the Complaint.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 7 of the Complaint.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatee for reasonable consequential damages incurred by her as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER: Respondent admits that the General Counsel is seeking an Order requiring Respondent to reimburse the alleged discriminatee for reasonable consequential damages incurred by her and all other relief as may be just and proper to remedy the alleged unfair labor practices, but denies that the General Counsel is entitled to any such remedy.

AFFIRMATIVE DEFENSES

1. Respondent will rely upon any and all proper defenses, affirmative or otherwise, lawfully available that may be disclosed by evidence and reserves the right to amend this Answer to state such other affirmative and additional defenses or otherwise supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

2. The Complaint is barred, in whole or in part, because it fails to state a claim upon which relief can be granted.

3. Respondent denies that they have engaged in or are engaging in any unfair labor practices as alleged in the Complaint.

4. To the extent any allegations contained in the Complaint were not made and expressly included in an unfair labor practice charge filed within six (6) months of the alleged occurrence, the allegations are time-barred by the applicable statute of limitations contained in Section 10(b) of the National Labor Relations Act ("NLRA"), 29 U.S.C. § 160(b).

5. Respondent's actions constitute legally permissible activity within the meaning of the NLRA and other federal law, including the Federal Arbitration Act ("FAA").

6. Some or all of the claims brought against Respondent fail because Respondents' Arbitration Agreement ("Agreement") does not prohibit employees from filing unfair labor practice charges with the Board and no reasonable employee could misinterpret the Agreement as prohibiting the filing of an unfair labor practice charge with the Board

7. Some or all of the claims brought against Respondent fail because class and collective action procedures are procedural mechanisms that are fully waivable, not substantive rights under the NLRA or any other applicable law.

8. Some or all of the claims brought against Respondent fail because Respondent's maintenance and enforcement of the Agreement as alleged in the Complaint is lawful under applicable laws including the NLRA and the FAA.

9. Some or all of the claims brought against Respondent fail because a prohibition against class or collective action waivers in employment arbitration agreements violates the FAA.

10. Some or all of the claims brought against Respondent fail because the NLRA does not contain a congressional command to override the FAA.

11. Some or all of the claims brought against Respondent fail because the Board's interpretation of the NLRA as prohibiting class or collective action waivers in employment arbitration agreements is not rational and consistent with the NLRA and because the Board is not authorized to construe federal statutes other than the NLRA.

12. The alleged discriminatee is not entitled to any recovery of reasonable consequential damages under the NLRA.

13. The alleged discriminatee was terminated lawfully by Respondent for failing to fulfill and abide by a reasonable and lawful condition of employment.

14. Respondent denies each and every allegation of the Complaint that is not specifically admitted, denied, modified, or otherwise controverted herein.

WHEREFORE, Respondent, having fully answered the allegations in the Complaint, respectfully requests that the Complaint be dismissed in its entirety.

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

By: /s/ Harry J. Secaras
One Of Its Attorneys

Harry J. Secaras
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
155 North Wacker Drive, Suite 4300
Chicago, IL 60606
P: 312-558-1254
harry.secaras@ogletreedeakins.com

Dated: May 3, 2017

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on this 3rd day of May, 2017, the foregoing ANSWER TO COMPLAINT was filed electronically using the electronic filing option available at www.nlrb.gov and an original and four copies were delivered to the Office of Region 18 at 212 Third Avenue South, Suite 200, Minneapolis, Minnesota 55401-2657 by Federal Express. A true and accurate copy of the ANSWER TO COMPLAINT also was served on the Charging Party by email and U.S. Mail addressed as follows:

Seth Goldstein, Esq.
Local 153, Office & Professional
Employees International Union, AFL-CIO
217 Hadleigh Dr.
Cherry Hill, NJ 08003-1936
Sgold352002@icloud.com

/s/ Harry J. Secaras

29690123.1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Case 18-CA-190846

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 2, 2017, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

DAMITA HEMPSTEAD , HR
EXPERT GLOBAL SOLUTIONS
425 2nd St SE
Floor 1
CEDAR RAPIDS, IA 52401

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

May 2, 2017
Date

Andrea G. Wichmann
Designated Agent of NLRB

Name

Signature

1(+)

7015 0640 0002 2641 8767

U.S. Postal Service™
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Domestic Mail Only

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OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Res	\$
<input type="checkbox"/> Adult Signature R	
<input type="checkbox"/> Adult Signature R	

Postmark
Here

Postage
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Total Postage and
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Sent To
Street and Apt. #
City, State, ZIP+

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 2ND ST SE
FLOOR 1
CEDAR RAPIDS, IA 52401

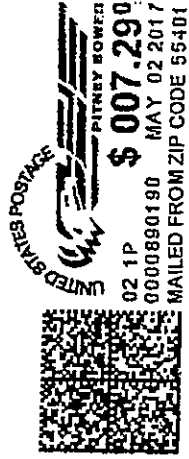
UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 18
FEDERAL OFFICE BUILDING
212 3RD AVENUE SOUTH, SUITE 200
MINNEAPOLIS, MN 55401
An Equal Opportunity Employer

OFFICIAL BUSINESS

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RETURN TO SENDER
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DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 2ND ST SE
FLOOR 1
CEDAR RAPIDS, IA 52401

RECEIVED
NLRB REGION 18
2017 MAY 10 AM 9:07
MINNEAPOLIS, MINN.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

Case 18-CA-190846

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **April 19, 2017**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

HARRY J. SECARAS, ATTORNEY
OGLETREE DEAKINS NASH SMOAK & STEWART, P.C.
155 N. WACKER DRIVE, SUITE 4300
CHICAGO, IL 60606-1731

FIRST CLASS MAIL

ALORICA CORPORATE
5 PARK PLACE PLAZA
IRVINE, CA 92614

**CERTIFIED MAIL, RETURN
RECEIPT REQUESTED**

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 SECOND AVE SE
CEDAR RAPIDS, IA 52402

**CERTIFIED MAIL, RETURN
RECEIPT REQUESTED**

SETH GOLDSTEIN, BUSINESS REP.
OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-CIO
217 HADLEIGH DR
CHERRY HILL, NJ 08003-1936

CERTIFIED MAIL

April 19, 2017
Date

Andrea G. Wichmann,
Designated Agent of NLRB

Name

Signature

1(s)

7012 3460 0000 8752 4287

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$	Postmark ...	
Certified Fee		
Return Receipt Fee (Endorsement R)		
Res (End)	SETH GOLDSTEIN, BUSINESS REP.	
Tot	OPEIU, LOCAL 153, OFFICE & PROFESSIONAL	
	EMPLOYEES INTERNATIONAL UNION, AFL-CIO	
Sent	217 HADLEIGH DR	
Street or PO	CHERRY HILL, NJ 08003-1936	
City		
PS Form 3800, August 2006		See Reverse for Instructions

7012 3460 0000 8752 4294

U.S. Postal Service™		
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For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$	Postmark are	
Certified Fee		
Return Receipt Fee (Endorsement R)		
Restricted Deliv (Endorsement R)	ALORICA CORPORATE	
Total Postage	5 PARK PLACE PLAZA	
	IRVINE, CA 92614	
Sent To		
Street, Apt. No., or PO Box No.		
City, State, ZIP+		
PS Form 3800, August 2006		See Reverse for Instructions

7012 3460 0000 8752 4300

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
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Certified Fee		
Return Receipt Fee (Endorsement R)		
Restrict (Endorsement R)	DAMITA HEMPSTEAD, HR	
Total P	EXPERT GLOBAL SOLUTIONS	
	425 SECOND AVE SE	
Sent To	CEDAR RAPIDS, IA 52402	
Street, Apt. or PO Box		
City, State		
PS Form 3800, August 2006		See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

ALORICA CORPORATE
5 PARK PLACE PLAZA
IRVINE, CA 92614
18-CA-190846 (CPT and NOH)
(agw)



9590 9403 0312 5155 8470 42

2 Article Number (Transfer from sender label)
7012 3460 0000 8752 4294

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

(over \$500)

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 18-CA-190846

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

SETH GOLDSTEIN, BUSINESS REP.
OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO
217 HADLEIGH DR
CHERRY HILL, NJ 08003-1936

ALORICA CORPORATE
5 PARK PLACE PLAZA
IRVINE, CA 92614

HARRY J. SECARAS, ATTORNEY
OGLETREE DEAKINS NASH SMOAK &
STEWART, P.C.
155 N. WACKER DRIVE, SUITE 4300
CHICAGO, IL 60606-1731

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 SECOND AVE SE
CEDAR RAPIDS, IA 52402

1(r)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.**

and

Case 18-CA-190846

**OPEIU, LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-
CIO**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by OPEIU, Local 153, Office & Professional Employees International Union, AFL-CIO (Charging Party) against Alorica Corporate, whose correct name is Alorica, Inc., and its Subsidiary/Affiliate Expert Global Solutions, Inc. (Respondent). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on January 5, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

(b) The first amended charge in this proceeding was filed by the Charging Party on January 31, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

(c) The second amended charge in this proceeding was filed by the Charging Party on April 13, 2017, and a copy was served on Respondent by U.S. mail on about the same date.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Cedar Rapids, Iowa, Respondent's facility, and has been engaged in the operation of outsourced call centers.

(b) In conducting its operations during the past 12 months, Respondent performed services valued in excess of \$50,000 in states other than the State of Iowa.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Terri Jones	-	Team Lead
Esmeralda Samardzic	-	Operations Manager
Teresa Arnold	-	Human Resources Business Partner
Damita Armstead	-	Human Resource Manager
Joseph Mesa	-	Human Resources Director

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules ...The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the

Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

(b) Since about July 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

(c) About September 12, 2016, Respondent, by Joseph Mesa, in a phone conversation, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

5. (a) About September 12, 2016, Respondent discharged its employee Clarise Washington.

(b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Clarise Washington refused to sign the Agreement referenced in paragraph 4(a).

6. By the conduct described above in paragraphs 4(a), 4(b), 4(c), 5(a), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatee for reasonable consequential damages incurred by her as a result of the Respondent's unlawful

conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before May 3, 2017, or postmarked on or before May 2, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional

means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at a time and place to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: April 19, 2017



JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ALORICA CORPORATE

Charged Party

and

**OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

Charging Party

Case 18-CA-190846

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 13, 2017, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Harry J. Secaras, Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 N. Wacker Drive, Suite 4300
Chicago, IL 60606-1731

Alorica Corporate
5 PARK PLACE PLAZA
IRVINE, CA 92614

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 SECOND AVE SE
CEDAR RAPIDS, IA 52402

April 13, 2017

Date

Shane Hose, Designated Agent of NLRB

Name

/s/ Shane Hose

Signature

1(q)

Form NLRB - 501 (2-08)

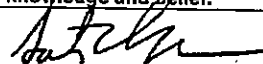
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
SECOND AMENDED CHARGE AGAINST EMPLOYER
INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
18-CA-190846	April 13, 2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer #1 (See additional employers in attachment) Alorica Corporate		b. Tel. No. (949)527-4600
		c. Cell No.
d. Address (street, city, state ZIP code) 5 PARK PLACE PLAZA, IRVINE, CA 92614	e. Employer Representative Damita Hempstead	f. Fax No.
		g. e-Mail
i. Type of Establishment (factory, nursing home, hotel) Call Center	j. Principal Product or Service Customer Service	
1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SEE PAGE 2		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) OPEIU, LOCAL 153, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO	
4a. Address (street and number, city, state, and ZIP code) 217 HADLEIGH DR, CHERRY HILL, NJ 08003-1936	4b. Tel. No. (212)292-4667 4c. Cell No. (646)460-1309 4d. Fax No. (212)463-9479 4e. e-Mail sgold352002@icloud.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By:  (signature of representative or person making charge)	Tel. No. (212)292-4667 Office, if any, Cell No. (646)460-1309 Fax No. (212)463-9479 e-Mail sgold352002@icloud.com
Address: 217 HADLEIGH DR, CHERRY HILL, NJ 08003-1936	Print Name and Title SETH GOLDSTEIN, Attorney Date: 4/14/17

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

I(p)

Basis of Charge:

Within the last six months, the above named Employer(s) by its officers, representatives, and agents, has interfered with, restrained and coerced employees in the exercise of rights guaranteed under Section 7 of the Act by:

- A. Maintaining overly broad and coercive work rules and policies including those requiring employees, as a condition of their employment, to waive rights guaranteed under Section 7 of the Act.
- B. Coercing and requiring employees, as a condition of their employment, to enter into mandatory arbitration agreements, and waivers of class action, collective action, representative action and other Section 7 rights including to file unfair labor practices with the NLRB;
- C. Threatening employees with discharge for exercising their rights protected by Section 7 of the Act;
- D. Terminating the employment of Clarise Washington for exercising her Section 7 rights and engaging in protected concerted activities, including the refusal to waive rights guaranteed by Section 7 of the Act.

Additional Employer Information**Employer #2**

a. Name of Employer EXPERT GLOBAL SOLUTIONS		b. Tel. No. (920)433-4808
		c. Cell No.
d. Address (street, city, state ZIP code) 425 SECOND AVE SE, CEDAR RAPIDS, IA 52402	e. Employer Representative DAMITA HEMPSTEAD	f. Fax No.
i. Type of Establishment (factory, nursing home, hotel) Call Center	j. Principal Product or Service Customer Service	g. e-Mail

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25
SUBREGION 33**

**ALORICA, INC. AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.**

**Case 25-CA-185622
25-CA-185626**

and

**SETH GOLDSTEIN OFFICE AND
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

AFFIDAVIT OF SERVICE OF ORDER RESCHEDULING HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 29, 2017, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Harry J. Secaras , Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 N. Wacker Drive, Suite 4300
Chicago, IL 60606-1731

Alorica, Inc. and its Subsidiary/Affiliate
Expert Global Solutions, Inc.
5 Park Plz
Irvine, CA 92614-5995

SETH GOLDSTEIN , ESQ., Attorney
265 W 14th St Fl 6
New York, NY 10011-7103

SETH GOLDSTEIN, ESQ.
LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
AFL-CIO.
265 West 14th Street
New York, NY 10011

March 29, 2017

Date

Alicia Young, Designated Agent of NLRB

Name

Alicia M. Young

Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25
SUBREGION 33

ALORICA, INC. AND ITS
SUBSIDIARY/AFFILIATE EXPERT
GLOBAL SOLUTIONS, INC.

Case 25-CA-185622
25-CA-185626

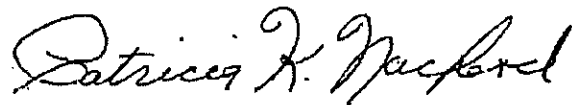
and

SETH GOLDSTEIN OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, LOCAL
153

ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that the hearing in the above-entitled matter is rescheduled from April 12, 2017 at 9:00 AM to 9:00 AM on **July 13, 2017** at 101 SW Adams St Ste 400, Peoria, IL 61201-8751. The hearing will continue on consecutive days until concluded.

Dated: March 29, 2017



PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ALORICA CORPORATE

Charged Party

and

**OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

Charging Party

Case 18-CA-190846

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 31, 2017, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Harry J. Secaras, Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 N. Wacker Drive, Suite 4300
Chicago, IL 60606-1731

Alorica Corporate
5 PARK PLACE PLAZA
IRVINE, CA 92614

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 SECOND AVE SE
CEDAR RAPIDS, IA 52402

January 31, 2017

Date

Shane Hose, Designated Agent of NLRB

Name

/s/ Shane Hose

Signature

1(m)

Form NLRB - 501 (2-09)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:


DO NOT WRITE IN THIS SPACE	
Case	Date Filed
18-CA-190846	January 31, 2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer #1 (See additional employers in attachment) Alorica Corporate		b. Tel. No. (949)527-4600
		c. Cell No.
d. Address (street, city, state ZIP code) 5 PARK PLACE PLAZA, IRVINE, CA 92614	e. Employer Representative DAMITA HEMPSTEAD	f. Fax No.
		g. e-Mail
i. Type of Establishment (factory, nursing home, hotel) Call Center		j. Principal Product or Service Customer Service
1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		

See Page 2.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) OPEIU, LOCAL 153, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO	
4a. Address (street and number, city, state, and ZIP code) 217 HADLEIGH DR, CHERRY HILL, NJ 08003-1936	4b. Tel. No. (212)292-4667
	4c. Cell No. (646)460-1309
	4d. Fax No. (212)463-9479
	4e. e-Mail sgold352002@icloud.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By: 	Tel. No. (212)292-4667
(signature of representative or person making charge)	Office, if any, Cell No. (646)460-1309
Address: 217 HADLEIGH DR, CHERRY HILL, NJ 08003-1936	Fax No. (212)463-9479
Date: 1/31/17	e-Mail sgold352002@icloud.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1(1)

Basis of Charge:

Within the last six months, the above named Employer(s) by its officers, representatives, and agents, has interfered with, restrained and coerced employees in the exercise of rights guaranteed under Section 7 of the Act by:

- A. Maintaining overly broad and coercive work rules and policies including those requiring employees, as a condition of their employment, to waive rights guaranteed under Section 7 of the Act.
- B. Coercing and requiring employees, as a condition of their employment, to enter into mandatory arbitration agreements, and waivers of class action, collective action, representative action and other Section 7 rights including to file unfair labor practices with the NLRB;
- C. Threatening employees with discharge for exercising their rights protected by Section 7 of the Act;
- D. Terminating the employment of Clarise Washington for exercising her Section 7 rights and engaging in protected concerted activities, including the refusal to waive rights guaranteed by Section 7 of the Act.
- E. Within the last six months, the Employer had prohibited protected concerted activity when they prohibited Washington's coworkers from discussing the arbitration agreement, and her refusal to sign said agreement, with Washington.

Additional Employer Information

Employer #2

a. Name of Employer EXPERT GLOBAL SOLUTIONS	b. Tel. No. (920)433-4808
	c. Cell No.
d. Address (street, city, state ZIP code) 425 SECOND AVE SE, CEDAR RAPIDS, IA 52402	e. Employer Representative DAMITA HEMPSTEAD, HR
	f. Fax No.
i. Type of Establishment (factory, nursing home, hotel) Call Center	j. Principal Product or Service Customer Service
	g. e-Mail

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25
SUBREGION 33**

ALORICA, INC., AND ITS SUBSIDIARY/
AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Cases 25-CA-185622
25-CA-185626

SETH GOLDSTEIN AND OFFICE
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153

ANSWER TO COMPLAINT

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board's Rules and Regulations, Respondent ALORICA, INC. and ITS SUBSIDIARY/AFFILIATE EXPERT GLOBAL SOLUTIONS, INC. ("Respondent"), by its attorneys of record Ogletree, Deakins, Nash, Smoak & Stewart, P.C., for its Answer to Complaint, state as follows:

1. (a) The charge in Case 25-CA-185622 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. mail on October 5, 2016.

ANSWER: Respondent admits only that they received a copy of Charge No. 25-CA-185622 dated October 5, 2016. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(a) of the Complaint and therefore denies them.

- (b) The first amended charge in Case 25-CA-185622 was filed by the Charging Party on November 4, 2016, and a copy was swerved on Respondent by U.S. mail on November 4, 2016.

ANSWER: Respondent admits only that it received a first amended charge in Case No. 25-CA-185622 dated November 4, 2016. Respondent is without knowledge or information

1(k)

to form a belief as to the truth or falsity of the remaining allegations contained in

Paragraph 1(b) of the Complaint and therefore denies them.

- (c) The charge in Case 25-CA-185626 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. Mail on October 5, 2016.

ANSWER: Respondent admits only that it received a copy of Charge No. 25-CA-185626 dated October 5, 2016. Respondent is without knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1(c) of the Complaint and therefore denies them.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Rockford, Illinois, herein called Respondent's facility, and has been engaged in the operation of outsourced call centers.

ANSWER: Respondent admits the allegations contained in Paragraph 2(a) of the Complaint.

- (b) In conducting its operations during the past 12 months, Respondent purchased and received at its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly from points outside the State of Illinois

ANSWER: Respondent admits the allegations contained in Paragraph 2(b) of the Complaint.

- (c) In conducting its operations during the past 12 months, Respondent sold and shipped from its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly to points outside the State of Illinois.

ANSWER: Respondent admits the allegations contained in Paragraph 2(c) of the Complaint.

- (d) At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER: Respondent admits the allegations contained in Paragraph 2(d) of the Complaint.

3. At all material times, the following individual held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Destinee Macklin	-	Unit Manager
Will Clark	-	Unit Manager
Katie Aldrich	-	Human Resources Manager
Patricia Green	-	Employee Relations Manager
Verdall Pruitt	-	Human Resources Generalist

ANSWER: Respondent admits the allegations contained in Paragraph 3 of the Complaint.

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules, ... The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the

termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

ANSWER: Respondent admits the allegations contained in Paragraph 4(a) of the Complaint.

- (b) Since about June 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

ANSWER: Respondent admits the allegations contained in Paragraph 4(b) of the Complaint.

- (c) About September 12, 2016, Respondent, by Katie Aldrich, at Respondent's facility, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: Respondent denies the allegation contained in Paragraph 4(c) of the Complaint.

5. (a) About September 12, 2016, Respondent discharged its employee Jennifer Fultz.

ANSWER: Respondent admits the allegations contained in Paragraph 5(a) of the Complaint.

- (b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Jennifer Fultz refused to sign the Agreement referenced in paragraph 4(a).

ANSWER: Respondent admits the allegations contained in Paragraph 5(b) of the Complaint.

6. By the conduct described above in paragraph 4(a), 4(b), 4(c), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 6 of the Complaint.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER: Respondent denies the allegations contained in Paragraph 7 of the Complaint.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminate [sic] for reasonable consequential damages incurred by her as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER: Respondent admits that the General Counsel is seeking an Order requiring Respondent to reimburse the alleged discriminatee for reasonable consequential damages incurred by her and all other relief as may be just and proper to remedy the alleged unfair labor practices, but denies that the General Counsel is entitled to any such remedy.

AFFIRMATIVE DEFENSES

1. Respondent will rely upon any and all proper defenses, affirmative or otherwise, lawfully available that may be disclosed by evidence and reserves the right to amend this Answer to state such other affirmative and additional defenses or otherwise supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

2. The Complaint is barred, in whole or in part, because it fails to state a claim upon which relief can be granted.

3. Respondent denies that they have engaged in or are engaging in any unfair labor practices as alleged in the Complaint.

4. To the extent any allegations contained in the Complaint were not made and expressly included in an unfair labor practice charge filed within six (6) months of the alleged

occurrence, the allegations are time-barred by the applicable statute of limitations contained in Section 10(b) of the National Labor Relations Act ("NLRA"), 29 U.S.C. § 160(b).

5. Respondent's actions constitute legally permissible activity within the meaning of the NLRA and other federal law, including the Federal Arbitration Act ("FAA").

6. Some or all of the claims brought against Respondent fail because Respondents' Arbitration Agreement ("Agreement") does not prohibit employees from filing unfair labor practice charges with the Board and no reasonable employee could misinterpret the Agreement as prohibiting the filing of an unfair labor practice charge with the Board

7. Some or all of the claims brought against Respondent fail because class and collective action procedures are procedural mechanisms that are fully waivable, not substantive rights under the NLRA or any other applicable law.

8. Some or all of the claims brought against Respondent fail because Respondent's maintenance and enforcement of the Agreement as alleged in the Complaint is lawful under applicable laws including the NLRA and the FAA.

9. Some or all of the claims brought against Respondent fail because a prohibition against class or collective action waivers in employment arbitration agreements violates the FAA.

10. Some or all of the claims brought against Respondent fail because the NLRA does not contain a congressional command to override the FAA.

11. Some or all of the claims brought against Respondent fail because the Board's interpretation of the NLRA as prohibiting class or collective action waivers in employment arbitration agreements is not rational and consistent with the NLRA and because the Board is not authorized to construe federal statutes other than the NLRA.

12. The alleged discriminatee is not entitled to any recovery of reasonable consequential damages under the NLRA.

13. The alleged discriminatee was terminated lawfully by Respondent for failing to fulfill and abide by a reasonable and lawful condition of employment.

14. Respondent denies each and every allegation of the Complaint that is not specifically admitted, denied, modified, or otherwise controverted herein.

WHEREFORE, Respondent, having fully answered the allegations in the Complaint, respectfully requests that the Complaint be dismissed in its entirety.

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

By: /s/ Harry J. Secaras
One Of Its Attorneys

Harry J. Secaras
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
155 North Wacker Drive, Suite 4300
Chicago, IL 60606
P: 312-558-1254
harry.secaras@ogletreedeakins.com

Dated: January 11, 2017

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on this 11th day of January, 2017, the foregoing ANSWER TO COMPLAINT was filed electronically using the electronic filing option available at www.nlr.gov and an original and four copies were delivered to the Office of Region 25/Sub-Region 25 at 101 SW Adams Street, 4th Floor, Peoria, Illinois 61602 by Federal Express. A true and accurate copy of the ANSWER TO COMPLAINT also was served on the Charging Party by email and U.S. Mail addressed as follows:

Seth Goldstein, Esq.
Local 153, Office & Professional
Employees International Union, AFL-CIO
265 West 14th Street, 6th Floor
New York, NY 10011-7103
Sgold352002@icloud.com

/s/ Harry J. Secaras

28279393.1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**ALORICA, INC. AND EXPERT GLOBAL
SOLUTIONS**

Charged Party

and

**OPEIU, LOCAL 153, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

Charging Party

Case 18-CA-190846

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 5, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Alorica Corporate
5 PARK PLACE PLAZA
IRVINE, CA 92614

DAMITA HEMPSTEAD, HR
EXPERT GLOBAL SOLUTIONS
425 SECOND AVE SE
CEDAR RAPIDS, IA 52402

January 5, 2017

Date

Shane Hose, Designated Agent of NLRB

Name

/s/Shane Hose

Signature

1(j)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case 18-CA-190846	Date Filed January 05, 2017
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INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Alorica, Inc. and Expert Global Solutions		b. Tel. No. 920-433-4808
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) Alorica: 5 Park Place Plaza Irvine, CA, 92614 EGS: 425 Second Avenue, South East Cedar Rapids, Iowa, 52402	e. Employer Representative Damita Hempstead Human Resources Manager	g. e-Mail
		h. Number of workers employed Over 1,000
i. Type of Establishment (factory, mine, wholesaler, etc.) Call Center	j. Identify principal product or service Customer Service	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

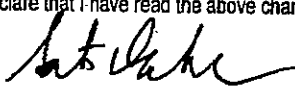
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See attached.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Seth Goldstein, Esq.

4a. Address (Street and number, city, state, and ZIP code) 217 Hadleigh Drive Cherry Hill, New Jersey 08003	4b. Tel. No. 646-460-1309
	4c. Cell No. 646-460-1309
	4d. Fax No.
	4e. e-Mail sgold352002@icloud.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By  (signature of representative or person making charge)	Seth Goldstein, Esq. (Print/type name and title or office, if any)	Office, if any, Cell No. 646-460-1309
		Fax No.
		e-Mail sgold352002@cloud.com
Address 217 Hadleigh Drive, Cherry Hill, New Jersey, 08003	1/05/17 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT
Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1(i)

STATEMENT OF FACTS

Within the last six month, the above named Employer(s) by its officers, representatives, and agents, has interfered with, restrained and coerced employees in the exercise of rights guaranteed under Section 7 of the Act by:

A. Maintaining overly broad and coercive work rules and policies including those requiring employees, as a condition of their employment, to waive rights guaranteed under Section 7 of the Act;

B. Coercing and requiring employees, as a condition of their employment, to enter into mandatory arbitration agreements, and waivers of class action, collective action, representative action and other Section 7 rights including to file unfair labor practices with the NLRB;

C. Threatening employees with discharge for exercising their rights protected by Section 7 of the Act;

D. Terminating the Employment of Clarise Washington for exercising Section 7 rights and engaging in protected concerted activities, including the refusal to waive rights guaranteed by Section 7 of the Act.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 33**

**ALORICA, INC. AND EXPERT GLOBAL
SOLUTIONS, INC. AS SINGLE/JOINT
EMPLOYER**

and

Case 25-CA-185622; 25-CA-185626

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-CIO
AND SETH GOLDSTEIN, ESQ.**

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on December 29, 2016, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Harry J. Secaras , Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 North Wacker Drive Suite 4300
Chicago, IL 60606-1731

FIRST CLASS MAIL

Alorica, Inc. and its Subsidiary/Affiliate
Expert Global Solutions, Inc.
5 Park Plz
Irvine, CA 92614-5995

**CERTIFIED MAIL
7016 1370 0001 6425 7954**

SETH GOLDSTEIN , ESQ.
LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
AFL-CIO.
265 West 14th Street, 6th Floor
New York, NY 10011-7103

**CERTIFIED MAIL
7016 1370 0001 6425 7961**

December 29, 2016

Alicia M. Young, Designated Agent of
NLRB

Date

Name

1(h)

/s/Alicia M. Young

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 25-CA-185622

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Harry J. Secaras , Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 North Wacker Drive
Suite 4300
Chicago, IL 60606-1731

Alorica, Inc. and its Subsidiary/Affiliate
Expert Global Solutions, Inc.
5 Park Plz
Irvine, CA 92614-5995

1(g)

SETH GOLDSTEIN , ESQ.
LOCAL 153, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
AFL-CIO.
265 West 14th Street, 6th Floor
New York, NY 10011-7103

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25
SUBREGION 33

ALORICA, INC., AND ITS
SUBSIDIARY/AFFILIATE EXPERT GLOBAL
SOLUTIONS, INC.

and

Cases 25-CA-185622
25-CA-185626

SETH GOLDSTEIN AND OFFICE PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, LOCAL
153

ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 25-CA-185622 and Case 25-CA-185626, which are based upon charges filed by Seth Goldstein and Office Professional Employees International Union, Local 153 (Charging Party), against Alorica, Inc. and its subsidiary/affiliate Expert Global Solutions, Inc. (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 25-CA-185622 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. mail on October 5, 2016.

(b) The first amended charge in Case 25-CA-185622 was filed by the Charging Party on November 4, 2016, and a copy was served on Respondent by U.S. mail on November 4, 2016.

(c) The charge in Case 25-CA-185626 was filed by the Charging Party on October 5, 2016, and a copy was served on Respondent by U.S. mail on October 5, 2016.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Rockford, Illinois, herein called Respondent's facility, and has been engaged in the operation of outsourced call centers.

(b) In conducting its operations during the past 12 months, Respondent purchased and received at its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(c) In conducting its operations during the past 12 months, Respondent sold and shipped from its facility described above in paragraph 2(a) goods valued in excess of \$50,000 directly to points outside the State of Illinois.

(d) At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Destinee Macklin	-	Unit Manager
Will Clark	-	Unit Manager
Katie Aldrich	-	Human Resources Manager
Patricia Green	-	Employee Relations Manager
Verdall Pruitt	-	Human Resources Generalist

4. (a) Since about June 2016, Respondent has maintained a document entitled "Agreement to Arbitrate" (the Agreement), which includes the following provisions:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which you are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules, ... The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

(b) Since about June 2016, Respondent has required its employees to enter into the Agreement referenced in paragraph 4(a) as a condition of employment.

(c) About September 12, 2016, Respondent, by Katie Aldrich, at Respondent's facility, threatened its employees with discharge if they refused to sign the Agreement referenced in paragraph 4(a).

5. (a) About September 12, 2016, Respondent discharged its employee Jennifer Fultz.

(b) Respondent engaged in the conduct described above in paragraph 5(a), because its employee Jennifer Fultz refused to sign the Agreement referenced in paragraph 4(a).

6. By the conduct described above in paragraphs 4(a), 4 (b), 4(c), 5(a), and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to reimburse the discriminate for reasonable consequential damages incurred by her as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before January 12, 2017, or postmarked on or before January 11, 2017.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

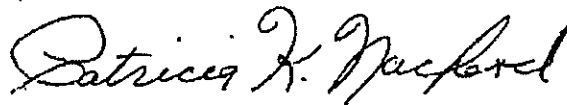
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon

(Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 12, 2017, at 9:00 am, at Thomas M. Harvey Hearing Room, 4th Floor, 101 SW Adams Street, Peoria, Illinois, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 29, 2016



PATRICIA K. NACHAND
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 25/SUBREGION 33
101 SW ADAMS ST, 4TH FLOOR
PEORIA, IL 61602

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**ALORICA AND EGS SOLUTIONS AS
SINGLE/JOINT EMPLOYER**

Charged Party

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-
CIO**

Charging Party

Case 25-CA-185622

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 4, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Harry J. Secaras, Attorney
Ogletree Deakins Nash Smoak & Stewart,
P.C.
155 North Wacker Drive
Suite 4300
Chicago, IL 60606-1731

Alorica and EGS Solutions as single/joint
employer
5 Park Plz
Irvine, CA 92614-5995

November 4, 2016

Date

Tiffanie Hutchinson, Designated Agent of
NLRB

Name

/s/Tiffanie Hutchinson

Signature

1(f)

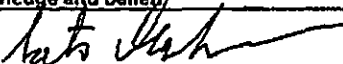
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer ALORICA, INC. and EGS GLOBAL SOLUTIONS, as single and/or joint employers		b. Tel. No. 815-654-6791
d. Address (street, city, state ZIP code) ALORICA: 5 Park Place Plaza, Irvine, CA 92614 EGS: 7180 Spring Brook Road, Rockford, IL 61114		c. Cell No.
e. Employer Representative Katie Aldrich, Human Resources Director		f. Fax No.
i. Type of Establishment (factory, nursing home, hotel) Call Center		g. e-Mail
j. Principal Product or Service Customer Services		h. Dispute Location (City and State) Rockford, IL
k. Number of workers at dispute location over 1,000		
1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months, the above-named Employer(s), by its officers, representatives and agents, has interfered with, restrained and coerced employees in the exercise of rights guaranteed under Section 7 of the Act by: A. Maintaining overly broad and coercive work rules and policies including those requiring employees, as a condition of their employment, to waive rights guaranteed under Section 7 of the Act; B. Coercing and requiring employees, as a condition of their employment, to enter into mandatory arbitration agreements and waivers of class action, collective action, representative action and other Section 7 rights including to file unfair labor practice charges with the NLRB; C. Threatening employees with discharge and prosecution for exercising rights protected by Section 7 of the Act; D. Violating employee rights under Weingarten, including by denying employees the right to have an employee or representative present during meetings which could lead to discipline or discharge; and E. Terminating the employment of Jennifer Fultz for exercising Section 7 rights and engaging in protected concerted activities, including the refusal to waive rights guaranteed by Section 7 of the Act.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Seth Goldstein, Esq.		
4a. Address (street and number, city, state, and ZIP code) 265 West 14 th Street, 6 th Floor New York, NY 10011		4b. Tel. No. 646-460-1309
		4c. Cell No. 646-460-1309
		4d. Fax No. 212-463-9479
		4e. e-Mail sgold352002@icloud.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By:  (signature of representative or person making charge)		Tel. No. 646-460-1309
Seth Goldstein, Esq. Print Name and Title		Office, if any, Cell No. 646-460-1309
Address: 265 West 14 th Street, 6 th Floor New York, NY, 10011		Fax No. 212-463-9479
Date: 11/4/16		e-Mail sgold352002@icloud.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 51 et seq. The principal use of the information is to assist the National Labor Relations Board in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

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NLRB
SUBREGION 33

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**ALORICA AND EGS GLOBAL SOLUTIONS AS
SINGLE/JOINT EMPLOYER**

Charged Party

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-
CIO**

Charging Party

Case 25-CA-185626

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on October 5, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Alorica and EGS Solutions as single/joint
employer
5 Park Plz
Irvine, CA 92614-5995

October 5, 2016

Date

Tiffanie Hutchinson, Designated Agent of
NLRB

Name

/s/Tiffanie Hutchinson

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

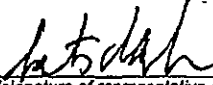
FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE

Case 25-CA-185626	Date Filed 10/5/16
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INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Alorica and EGS Global Solutions as single/ joint employer	b. Tel. No. 815-654-6791
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) EGS Global Solutions: 7180 Springfield Road Rockford Illinois, 61114 Alorica: 5 Park Place Plaza Irvine CA, 92614	e. Employer Representative Human Resources Director
	g. e-Mail
	h. Number of workers employed Approximately 150,000
i. Type of Establishment (factory, mine, wholesaler, etc.) Customer Services	j. Identify principal product or service Call Center
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) 1. Within the last six months, the Employer has interfered with, restrained, and coerced its call center employees in the exercise of rights protected under Section 7 of the Act by requiring them to enter into arbitration and class action waivers. 2. Within the last six months, the Employer has interfered with, restrained, and coerced its call center employees in the exercise of rights under Section 7 of the Act by requiring them to enter into arbitration which precludes them from filing charges with the National Labor Relations Board.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Local 153, Office and Professional Employees International Union, AFL-CIO	
4a. Address (Street and number, city, state, and ZIP code) 265 West 14th Street, 6th Floor New York, NY, 10011	4b. Tel. No. 646-460-1309
	4c. Cell No. 646-460-1309
	4d. Fax No. 212-463-9479
	4e. e-Mail sgold352002@icloud.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Office and Professional Employees International Union	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Seth Goldstein, Senior Business Rep (Print/type name and title or office, if any)
Tel. No. 646-460-1309	
Office, if any, Cell No. 646-460-1309	
Fax No. 212-463-9479	
e-Mail sgold352002@icloud.com	
Address 265 West 14th Street, 6th Floor New York, NY, 10011 9/30/16 (date)	

RECEIVED
NLRB
SUBREGION 33
2016 OCT -5 AM 10:29
PEORIA, IL

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-1798730777

1(c)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**ALORICA AND EGS SOLUTIONS AS
SINGLE/JOINT EMPLOYER**

Charged Party

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-
CIO**

Charging Party

Case 25-CA-185622

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on October 5, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Alorica and EGS Solutions as single/joint
employer
5 Park Plz
Irvine, CA 92614-5995

October 5, 2016

Date

Tiffanie Hutchinson, Designated Agent of
NLRB

Name

/s/Tiffanie Hutchinson

Signature

1(6)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

Date Filed

25-CA-185622

10/5/16

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Alorica and EGS Global Solutions as single/ joint employer		b. Tel. No. 815-654-6791
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) EGS Global Solutions: 7180 Springfield Road Rockford Illinois, 61114 Alorica: 5 Park Place Plaza Irvine CA, 92614	e. Employer Representative Human Resources Director	g. e-Mail
		h. Number of workers employed Approximately 150,000
i. Type of Establishment (factory, mine, wholesaler, etc.) Customer Services	j. Identify principal product or service Call Center	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (11) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

1. Within the last six months, the Employer has interfered with, restrained, and coerced its call center employees in the exercise of rights protected under Section 7 of the Act by requiring them to enter into arbitration and class action waivers.
2. Within the last six months, the Employer has interfered with, restrained, and coerced its call center employees in the exercise of rights under Section 7 of the Act by requiring them to enter into arbitration which precludes them from filing charges with the National Labor Relations Board.
3. Within the last six months, the Employer has targeted, harassed, threatened, discriminated and unlawfully discharged Jennifer Fultz for her exercise of rights under Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Seth Goldstein, Esq.

4a. Address (Street and number, city, state, and ZIP code)

265 West 14th Street, 6th Floor
New York, NY, 10011

4b. Tel. No.

646-460-1309

4c. Cell No.

646-460-1309

4d. Fax No.

212-463-9479

4e. e-Mail

sgold352002@icloud.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Office and Professional Employees International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



Seth Goldstein, Esq.

(Print/type name and title or office, if any)

Tel. No.

646-460-1309

Office, if any, Cell No.

646-460-1309

Fax No.

212-463-9479

e-Mail

sgold352002@icloud.com

Address 265 West 14th Street, 6th Floor New York, NY, 10011

9/30/16

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-1798661853

1(a)



Agreement To Arbitrate

This AGREEMENT TO ARBITRATE ("Agreement"), dated as of _____, 201____ ("Effective Date"), is between ALORICA INC., a California corporation having an address at 5 Park Plaza, Suite 1100, Irvine, CA 92614, and its subsidiaries and affiliates, (collectively hereinafter the "Company"), and the undersigned Company employee ("You").

Preliminary Statement

The Company is in the business of, among other things, providing various outsourcing services, including inbound and outbound customer care, inbound and outbound sales, technical support, fulfillment and certain professional services that are related thereto (the "Services"). In the interest of gaining the benefits of a speedy and impartial dispute-resolution procedure for any disputes which may arise between us concerning Your employment by the Company, You and the Company desire to submit any such disputes to binding arbitration as described below.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

All disputes, claims, or controversies arising out of or relating to your employment by the Company, the termination of your employment by the Company, and/or this Offer Letter, and any claims or disputes as to the scope and enforceability of this arbitration agreement, shall be resolved exclusively by final and binding arbitration.

Arbitration pursuant to this Agreement shall be held within the Federal Judicial District in which You are or were last employed by the Company and shall be conducted pursuant to the JAMS Employment Arbitration Rules, copies of which may be obtained at www.jamsadr.com, from your on-site Human Resources Department, or by request directed to the Office of General Counsel, Alorica Inc., 5 Park Plaza, Suite 1100, Irvine CA 92614. The Company agrees to bear all but the first \$350 of the arbitration filing fee.

You and the Company expressly intend and agree that class action, collective action, and representative action procedures shall not be asserted, nor shall they apply, in any arbitration pursuant to this Agreement; that neither You nor the Company shall assert a class, collective, or representative claim against the other, in arbitration or otherwise; and that each of You and the Company shall submit only its own, individual claims to arbitration and will not seek to represent the interests of any other person.

You and the Company agree that any dispute or controversy arising out of or in any way related to your employment, or the termination of your employment, which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration as provided herein. You and the Company voluntarily and irrevocably waive any and all rights to have any such dispute decided in court or by a jury.

You and the Company agree that the Company has valuable trade secrets and proprietary and confidential information. You and the Company agree that in the course of any arbitration proceeding pursuant to this Agreement, all necessary steps will be taken to protect from public disclosure such trade secrets and proprietary and confidential information.

Each of the parties hereto is entering into this Arbitration Agreement voluntarily, and without duress, pressure, or coercion, to gain the benefits of a speedy, impartial dispute-resolution procedure.

The provisions of this agreement to arbitrate are severable, and if any one or more are determined to be void or otherwise unenforceable, the remaining provisions shall continue to be in full force and effect.

(Remainder of page intentionally blank)

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This Agreement to Arbitrate constitutes the sole and entire agreement between you and the Company as to the manner in which covered disputes may be resolved, and may be modified or terminated only by consent of the parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT TO ARBITRATE ON THE DATE SET FORTH ABOVE.

ALORICA INC.

Signature

Print Name

Title

CANDIDATE:

Signature

Print Name

EXHIBIT NOT SUBMITTED

GENERAL COUNSEL 's Exhibit No. 3

Case Name ALORICA ☐ Identified
Docket No. 18-CA-190846 ☐ Received
Date 07/13/17 ☐ Rejected

This exhibit is not being submitted with this case because it was:

- ☐ Identified, but not offered in evidence;
☐ Identified, received, but withdrawn from evidence;
☐ No duplicate was furnished to the Reporter;
☐ Withdrawn by _____
in order to make duplicate(s);
☐ Retained in the possession of _____

☒ Other SKIPPED

Signature of Presiding Official



ARBITRATION AGREEMENT
Frequently Asked Questions
NOT FOR EXTERNAL DISTRIBUTION

Frequently Asked Questions

Q1 What is the Arbitration Agreement and what are its benefits?

A1 The Arbitration Agreement is a binding document that facilitates an impartial dispute-resolution procedure concerning any employment-related disputes that may arise between Alorica and its employees. Formal arbitration benefits both the company and its employees. Arbitration offers a way to resolve employment-related disputes for a speedy and impartial resolution in a less formal setting.

Q2 Why am I required to review, acknowledge and accept the Arbitration Agreement?

A2 The Arbitration Agreement is a requirement of employment by Alorica.

Q3 What happens if I don't sign the Arbitration Agreement?

A3 In order for your employment to continue, you must accept the Arbitration Agreement. It is a condition of employment.

Q4 Who should I contact if I have questions about the Arbitration Agreement?

A4 Contact your local HR leader or reach out to your direct leader.

Q5 Are U.S. Alorica employees required to acknowledge the Arbitration Agreement?

A5 Yes, U.S. Alorica employees are required to acknowledge the Arbitration Agreement as part of their onboarding process.

Q6 Will newly hired U.S. EGS employees be required to sign the Arbitration Agreement?

A6 Yes, all newly hired U.S. EGS employees will be required to acknowledge the Arbitration Agreement as part of their onboarding process.

Q7 Why is the Arbitration Agreement only required in the U.S.?

A7 Many countries do not provide for arbitration as an alternative to public, formal, costly and time-consuming litigation. Because the option is available in the United States and because both the Company and its employees benefit from resolving disputes in a private, less formal, less costly and less time-consuming method, we make the system available to our U.S. workers.

Q8 Should I continue to resolve workplace disputes in the traditional informal methods available today?

A8 Yes, please speak directly with management or seek assistance from Human Resources regarding any workplace disputes.

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